

IN THE CIRCUIT COURT OF THE 15th
JUDICIAL CIRCUIT, IN AND FOR PALM
BEACH COUNTY, FLORIDA

EMUNDO PEREZ, as Personal Representative
of the Estate of ASHLEY PEREZ, Deceased,
on behalf of the Estate of ASHLEY PEREZ
and the lawful survivors of the Decedent, To
Wit: AMALIA PEREZ, as surviving minor
Daughter, and DYLAN PEREZ, as surviving
Minor son,

Case No. 50 2015 CA 002369AN

Plaintiff,

vs.

WELLINGTON REGIONAL MEDICAL
CENTER, INC., individually and on behalf of its
agents, apparent agents, servants and employees;
JAMES JUSTIN GOAD, M.D.; PALM BEACH
GENERAL SURGERY d/b/a THE CENTER FOR
ADVANCED SURGICAL CARE; ST. MARY'S
MEDICAL CENTER, INC., d/b/a ST. MARY'S
MEDICAL CENTER; WILLIAM JEFFREY
DAVIS, D.O.; PALM BEACH TRAUMA
ASSOCIATES, individually and on behalf of its
partners, agents, apparent agents, servants and
employees; ROBERT BORREGO, M.D., P.A.,
independently and as general partner of PALM
BEACH TRAUMA ASSOCIATES; AHMED EL-
HADDAD, M.D., P.A.; DIMITER B. HRISTOV,
M.D., P.A., independently and as general partner of
PALM BEACH TRAUMA ASSOCIATES;
RAYMOND HENDERSON, SR., M.D.; and
RAYMOND HENDERSON, SR., M.D., P.A.,

Defendants.

**DEFENDANT'S, WELLINGTON REGIONAL MEDICAL CENTER, INC.,
MOTION TO DISMISS AND/OR MOTION FOR MORE DEFINITE STATEMENT**

Defendant, WELLINGTON REGIONAL MEDICAL CENTER, INC. ("WELLINGTON
REGIONAL"), by and through its undersigned counsel, moves this Court for entry of an Order
Dismissing Allegations of Non-Delegable Duty based on the Statutes and Regulations cited to by
Plaintiff in Count I of Plaintiff's Amended Complaint, and/or an Order for More Definite

Statement of the Allegations in Count II, and/or in the alternative an Order Dismissing Count III as Duplicative, and/or and Order Dismissing Allegations of Vicarious Liability Against Wellington Regional for the Alleged Negligence of Defendant, Palm Beach General Surgery, in Counts II and III of the Amended Complaint, as grounds in support thereof state as follows:

1. This is a case involving allegations of medical negligence against numerous healthcare providers at multiple hospitals in the care and treatment of the deceased, ASHLEY PEREZ. See attached Amended Complaint attached hereto as Exhibit A.

2. Counts I, II, III and IV of the Amended Complaint are directed towards WELLINGTON REGIONAL MEDICAL CENTER. Counts I, II and III are the subject of this Motion.

3. In Count I of the Amended Complaint, Plaintiff attempts to bring a claim of non-delegable duty for the alleged negligence of the Defendant, JAMES JUSTIN GOAD, M.D. ("DR.GOAD") and his group, PALM BEACH GENERAL SURGERY, partly based on Federal Medicare Codes and Florida Statutes regarding hospital licensure. However, the statutes and codes relied upon by Plaintiff do not form the basis for a claim of non-delegable duty pursuant to Florida law. As such, these allegations should be properly dismissed from the Amended Complaint.

4. In Count II of the Amended Complaint, Plaintiff appears to co-mingle allegations of direct liability and vicarious liability into one count. First, Plaintiff generally alleges liability on behalf of the nurses and administrative staff, but then includes liability for all physicians, including but not limited to DR. GOAD. WELLINGTON REGIONAL is entitled to be on notice of which physicians Plaintiff is alleging the hospital is liable for, and, should be required to separate counts of vicarious liability and direct negligence as to make clear the claims being made against the hospital.

5. Secondly, to the extent Count II contains allegations of vicarious liability for the actions of DR. GOAD and PALM BEACH GENERAL SURGERY, Count III, which also contains allegations of vicarious liability for these Defendants, is Duplicative of Count II and should be dismissed from the Amended Complaint.

6. Lastly, Plaintiff has included allegations of vicarious liability in Counts II and III for the negligence of PALM BEACH GENERAL SURGERY, but has failed to support such allegations with any sufficient, ultimate facts. As such, these allegations should also be dismissed from the Amended Complaint.

I. MOTION TO DISMISS COUNT I: NON-DELEGABLE DUTY BASED ON STATUTES AND REGULATIONS

In Count I of the Complaint, Plaintiff attempts to allege that WELLINGTON REGIONAL owed a general non-delegable duty to provide non-negligent medical services to ASHELY PEREZ pursuant to a contract, Federal Medicaid Codes and Florida Statutes regarding hospital licensure. However, these regulations and statutes do not give rise to such a non-delegable duty on the part of the hospital.

In Count I, Paragraphs 9, 81-83, Plaintiff attempts to allege that WELLINGTON REGIONAL had a non-delegable duty to provide general non-negligent medical services care and treatment to its patients pursuant to rules and regulations promulgated under 42 CFR 482, which governs the participation in Medicare. However, these codes do not impose such a duty on hospitals.

One appellate district in Florida has found that a very specific combination of statutes and regulations as well as a contract served to form the basis of a non-delegable duty on the part of a hospital to provided non-negligent *anesthesia* services. *See Wax v. Tenet Health Systems Hospitals, Inc.*, 955 So. 2d 1 (Fla. 4th DCA 2006)(emphasis added). Another appellate court has

found that an express contractual basis for non-delegable liability could exist. *See Pope v. Winter Park Healthcare Group, Ltd.*, 939 So. 2d 185 (Fla. 5th DCA 2006).

In this case, in contrast to *Wax*, Plaintiff's allegations are based on the purported existence of WELLINGTON REGIONAL'S non-delegable duty to provide non-negligent surgical services, which was allegedly provided by JAMES JUSTIN GOAD, M.D., pursuant to *Chapter IV of Title 42 of the Code of Federal Regulations*.

Chapter IV of Title 42 of the Code of Federal Regulations governs entities at which Medicare-covered services are offered. Subchapter G of Chapter IV establishes the standards and certification for such entities. Part 482 focuses on the "Conditions of Participation for Hospitals" in Medicare programs. 42 C.F.R. §482.12, requires a hospital seeking to participate in Medicare to "have an effective governing body legally responsible for the conduct of the hospital as an institution" or to substitute such a governing body with "persons legally responsible for the conduct of the hospital." Subsection (e) of §482.12 provides:

(e) *Standard: Contracted services.* The governing body must be responsible for services furnished in the hospital whether or not they are furnished under contracts. The governing body must ensure that a contractor of services (including one for shared services and joint ventures) furnishes services that permit the hospital to comply with all applicable conditions of participation and standards for the contracted services.(1) The governing body must ensure that the services performed under a contract are provided in a safe and effective manner.(2) The hospital must maintain a list of all contracted services, including the scope and nature of the services provided. (Emphasis supplied.).

Contrary to Plaintiff's apparent belief, the section does not impose on a hospital non-delegable duty to provide medical treatment in a non-negligent manner. The sole and entire purpose of the section is to insure that hospitals are using independent contractors to fulfill their responsibilities to institute policies and procedures governing the independent contractors,

including determining and enforcing proper licensing, maintaining proper supervision, and requiring compliance with all other applicable rules and regulations. The Standards themselves reiterate the limitation on a hospital's responsibility:

The governing body must ensure that a contractor of services (including one for shared services and joint ventures) furnishes services that permit the hospital to comply with all applicable conditions of participation and standards for the contracted services.

(Emphasis supplied.). Id.

Nothing in the legislation provides that a hospital, having fulfilled its own statutory duties and having insured that its contractor is in compliance with all applicable guidelines, is to be held vicariously liable/strictly for the torts of the independent contractors either to the Secretary of Health and Human Services or to any other entity or person.

If the Secretary or Congress intended such a radical change in historical doctrines regarding the liability of a principal for the torts of an independent contractor, they would surely have said so more clearly. And it would not have taken the courts of this nation this long to interpret the 1986 statutory provisions in that manner. In the absence of any controlling - or even relevant - case law, the Plaintiff's position that any non-delegable duty is incorporated into this provision should be rejected.

Even if such a non-delegable duty were incorporated into 42 C.F.R. §482 so surreptitiously, it would be a duty only to the Secretary or the agencies established to oversee the Medicare program. The scope of 42 C.F.R. § 482 reinforces this conclusion:

(b) Scope. Except as provided in subpart A of part 488 of this chapter, the provisions of this part serve as the basis of survey activities for the purpose of determining whether a hospital qualifies for a provider agreement under Medicare and Medicaid.

42 C.F.R. §482.1

The obvious purpose of the code provisions is to establish a basis for determining whether a hospital qualifies as a Medicare provider, not to provide a vehicle for plaintiffs in medical malpractice claims to impose liability against every hospital in the nation for the alleged negligence of non-employee physicians based upon some technical deviation from the federal guidelines. If the Court were to accept Plaintiff's position here, every plaintiff would be free to cherry pick among the provisions of 42 C.F.R. §482 without exception in stating causes of action and imposing strict liability against hospitals. No such result was ever intended. The accepted analysis under federal law yields the same result. 42 C.F.R. §482 undisputedly does not expressly provide a private cause of action.

In the absence of a private cause of action, the United States Supreme Court has outlined four factors to consider when determining the existence of an implied statutory cause of action: First, is the plaintiff one of the class for whose especial benefit the statute was enacted, that is, does the statute create a federal right in favor of the plaintiff? Second, is there any indication of legislative intent, explicit or implicit, either to create such a remedy or to deny one? Third, is it consistent with the underlying purposes of the legislative scheme to imply such a remedy for the plaintiff? And finally, is the cause of action one traditionally relegated to state law, in an area basically the concern of the States, so that it would be inappropriate to infer a cause of action based solely on federal law? *Cort v. Ash*, 422 U.S. 66, 78, 95 S. Ct. 2080, 45 L. Ed.2d 26 (1975).

The "central inquiry" is whether Congress intended to create a private cause of action. *See Touche Ross & Co. v. Redington*, 442 U.S. 560, 575, 99 S. Ct. 2479, 61 L. Ed.2d 82 (1979). The Supreme Court has also cautioned, however, that implying a private right of action "is a hazardous enterprise, at best." *Id.* at 571, 99 S. Ct. at 2479. As virtually all courts recognize,

when Congress knows how to say something, but chooses not to, its silence is controlling. *See, e.g., Jackson v. State Bd. of Pardons & Paroles*, 331 F.3d 790, 796 (11th Cir. 2003).

Here, Congress has clearly chosen not to provide a private cause of action, and nothing in the controlling legislation or the code allows such implication. The obvious purpose of the code provisions is to govern the relationship between the federal government and the hospitals providing Medicare. The Secretary imposes the requirements, *see* 42 C.F.R. §482.1 (a)(2), all of which are intended to regulate standards in such hospitals. Among the standards imposed are proper licensing or approval of the hospital itself and of its personnel and compliance with all federal, state, and local laws. *See id.* There is no question that the participating hospitals have duties under 42 C.F.R. §482, but there is also no question that enforcement of those duties, and imposition of penalties for violation, is vested solely in the federal government. If a court could imply a private right of action, which it cannot, then any member of the public would have the right to sue a Medicare hospital for noncompliance with any of these regulations, including those related to the minutest details of hospital governance. The result would be a level of chaos never intended by Congress or the Secretary.

While there is no question that the code provisions do not impose non-delegable duties, Plaintiff's position misses the second half of the equation. There is no private right of action connected with the purported non-delegable duties. Without more, therefore, 42 C.F.R. 482 does not create a private right of action by virtue of which Plaintiff may maintain a claim for non-delegable duty.

As should be obvious by this point, no Florida appellate case has ever held that a hospital has a non-delegable duty in a medical negligence case based upon the Medicare statute to which Plaintiff has relied and cited in the Amended Complaint. In fact, there have been court holdings which have found exactly the opposite. In *Acevedo v. Lifemark Hospital of Florida, Inc.*, 2005

WL 1125306 (Fla.Cir.Ct. 2005), the Court was presented with just such a claim in a medical negligence action. In a well-reasoned opinion, the court held that the Medicare regulations cited by the Plaintiff do no more than require a hospital to staff its hospital competently. *Id.* The court expressly declined to extend the non-delegable duty doctrine under the Medicare theory brought forth by the Plaintiff. *Id.*

Lastly, Plaintiff also cites to the Florida Statutes regarding Hospital Licensure in Chapter 395. Again, these statutes do not give rise to a non-delegable duty on the part of the hospital to provide non-negligent physician care. Fla. Stat. §395.00 and §395.002, cited to by Plaintiff, simply establish the purpose of licensure, which is to provide safety in the establishment, construction, maintenance and operation of hospital. Furthermore, Fla. Stat. §395.1055, also cited to by Plaintiff, simply designates *ACHA* as the agency to promulgate certain rules to enforce hospital standards, and nothing more. Again, these statutes do not provide a cause of action for holding hospitals liable for the care provided by physicians.

Accordingly, this Court should dismiss Plaintiff's allegations relating to non-delegable duty by operation of statute and regulations as alleged in the Amended Complaint as a matter of law.

WHEREFORE, Defendant, WELLINGTON REGIONAL, respectfully requests this Court enter an Order Dismissing Allegations of Non-Delegable Duty in Count I of the Amended Complaint pursuant to alleged Florida Statutes and the Federal Medicare Codes, and all other relief deemed appropriate.

II. MOTION FOR MORE DEFINITE STATEMENT OF COUNT II – NEGLIGENCE; AND/OR MOTION TO DISMISS COUNT III AS DUPLICATIVE

In Count II of the Amended Complaint, Plaintiff attempts to bring what appears to be a mixed claim of direct negligence and vicarious liability for the alleged negligence of various

providers against WELLINGTON REGIONAL. In Paragraph 89, Plaintiff alleges that WELLINGTON REGIONAL “by and through its *agents, apparent agents*, and/or employees, including but not limited to NURSING STAFF, ADMINISTRATIVE STAFF, PHYSICIANS, **JAMES JUSTIN GOAD, M.D., AND PALM BEACH GENERAL SURGERY**” was negligent.(emphasis added). It appears Plaintiff is co-mingling claims of direct negligence, i.e. negligence of nurses and administration, with claims of vicarious liability for non-employee physicians, including DR. GOAD. First, if Plaintiff is alleging that WELLINGTON REGIONAL is vicariously liable for any non-employee physicians, WELLINGTON REGIONAL is entitled to know the name of those physicians in order to be able to properly defend against such claims. See *Fla. Stat. 1.140(e)*; see also *Arky, Freed, Stearns, Watson, Greer, Weaver & Harris, P.A. v. Bowmar Instrument Corp.*, 537 So. 2d 561 (Fla. 1988) (Litigants, at the outset of a suit, must state their pleadings with sufficient particularity for the defense to be prepared).

As such, WELLINGTON REGIONAL is requesting that 1.) Plaintiff be required to make clear which physicians it is alleging WELLINGTON REGIONAL is vicariously liable for and on which basis AND, 2.) If in fact Count II is a claim for direct negligence and vicariously liability for physician care, then Plaintiff should be required to make its allegations clear and divide the allegations into separate counts accordingly.

In the same vein, Count III of the Amended Complaint already contains allegations against WELLINGTON REGIONAL for vicarious liability, based on actual and apparent agency, for the alleged negligence of DR. GOAD and his group, PALM BEACH GENERAL. To the extent that Count II and Count III contain allegations of vicarious liability for the alleged negligence of these two Defendants, Count III is duplicative of the above mentioned allegations of vicarious liability already mixed into Count II.

WHEREFORE, Defendant, WELLINGTON REGIONAL respectfully requests this Court enter an Order for More Definite Statement of Count II and/or in the alternative, and Order Dismissing Count III as duplicative, and all other relief deemed appropriate.

III. MOTION TO DISMISS ALLEGATIONS OF VICARIOUS LIABILITY FOR ALLEGED NEGLIGENCE OF PALM BEACH GENERAL SURGERY

Plaintiff has alleged in both Counts I and II that WELLINGTON REGIONAL is vicariously liable for the alleged negligence of DR. GOAD and his group, PALM BEACH GENERAL SURGERY. Although Plaintiff arguably alleges some facts in support of its allegations of vicarious liability for the actions of DR. GOAD, there are no factual allegations in the Amended Complaint that would support a claim against the hospital for any liability of physician's group, PALM BEACH GENERAL. In alleging that an actual agency or apparent agency relationship existed between the hospital and PALM BEACH GENERAL Plaintiff cites to certain bylaws of the hospital, all of which can only arguably pertain to physicians, but have nothing to do with "control" over PALM BEACH GENERAL SURGERY. See *Paragraph 17 of the Amended Complaint*. Plaintiff fails to further establish the basis of the relationship between PALM BEACH GENERAL and the hospital as to impose both actual and apparent agency liability. Therefore, Plaintiff has failed to properly allege a claim of vicarious liability in both Counts I and II against the hospital for the alleged negligence of PALM BEACH GENERAL SURGERY and the claims should be properly dismissed from the Amended Complaint. See *Barrett v. City of Margate*, 743 So. 2d 1160, 1163 (Fla. 4th DCA 1999) ("The complaint must set out the elements and the facts that support them so that the court and the defendant can clearly determine what is being alleged. It is insufficient to plead opinions, theories, legal conclusions or argument.").

WHEREFORE, Defendant, WELLINGTON REGIONAL, respectfully requests this Court enter an Order Dismissing the Allegations of Vicarious Liability against Wellington

Regional for the Alleged Negligence of Defendant, PALM BEACH GENERAL SURGERY in Counts I and II of the Amended Complaint, and all other relief deemed appropriate.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true copy of the foregoing was furnished via Electronic mail on September 12, 2016 to: **see SERVICE LIST attached.**

THE LAW OFFICE OF JAY COHEN, P.A.
Counsel for Wellington Regional Medical Center
100 S.E. 3rd Avenue, Suite 1100
Fort Lauderdale, FL 33394
954-449-8700 / Fax: 954-763-6093
pleadings@jaycohenlaw.com

By: 

Jeffrey L. Blostein, Fla. Bar No. 0086886
Elizabeth Schoenthal, Fla. Bar No. 0106672

NOT A CERTIFIED COPY

SERVICE LIST

PEREZ, et al. v. Wellington Regional Medical Center, et al.
Case No. 50 2015 CA 002369AN

Darryl L. Lewis, Esq.

Searcy Denney Scarola Barnhart & Shipley
P.O. Box 3626, West Palm Beach, FL 33402

Esrv: dll@searcylaw.com; axs@searcylaw.com; ash@searcylaw.com

For Plaintiffs: *Emundo Perez, as Personal Representative of the Estate of Ashley Perez, Deceased, on behalf of the Estate of Ashley Perez and the lawful survivors of the Decedent, To Wit: Amalia Perez, as surviving minor Daughter, and Dylan Perez, as surviving Minor son*

Scott E. Solomon, Esq.

Falk, Waas, Hernandez, Cortina, Solomon & Bonner, P.A.
135 San Lorenzo Avenue, Suite 500, Coral Gables, FL 33146

Esrv: servicessolomon@falkwaas.com

For Defs. *James Justin Goad, M.D.; and Palm Beach General Surgery d/b/a The Center for Advanced Surgical Care*

Bruce M. Ramsey, Esq. / Jay Webber, Esq.

Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
1601 Forum Place, Suite 400, West Palm Beach, FL 33401

Esrv: bmr@bclmr.com; marthal@bclmr.com

For Def. *Tenet St. Mary's, Inc., d/b/a St. Mary's Medical Center*

James J. Nosich, Esq.

Nosich and Ganz
75 Valencia Avenue, Suite 1100, Coral Gables, FL 33134

Esrv: jnosich@ngattorneys.com; sfonseca@ngattorneys.com

For Def. *Robert Borrego, M.D., PA*

Keith J. Puya, Esq.

Law Offices of Keith J. Puya, P.A.
4880 Donald Ross Road, Suite 225, Palm Beach Gardens, FL 33418

E-Srv: dyoung@lacavajacobson.com; mfarey@lacavajacobson.com

For Defs. *Dimitar Hristov, M.D.; Ahmed Moustafa El-Haddad, M.D., & PA*

Rosemary Cooney, Esq.

Sonneborn Rutter & Cooney PA
1400 Centrepark Blvd., Suite 400, West Palm Beach, FL 33401

E-Srv: rc@srcke.com

561-684-2000 / 561-684-2312

For Defs. *Raymond Henderson, Sr., M.D., Raymond Henderson, Sr., M.D., PA*

IN THE CIRCUIT COURT OF THE
FIFTEENTH JUDICIAL CIRCUIT, IN AND
FOR
PALM BEACH COUNTY, FLORIDA

CASE NO.: 502015CA002369AN

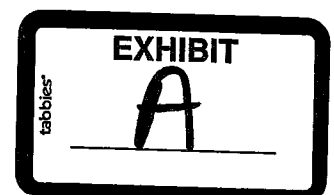
EDMUNDO PEREZ, as Personal
Representative of the Estate of ASHLEY
PEREZ, Deceased, on behalf of the Estate of
ASHLEY PEREZ and the lawful survivors of
the Decedent, To Wit: AMALIA PEREZ, as
surviving minor daughter, and DYLAN
PEREZ, as surviving minor son,

Plaintiff,

vs.

WELLINGTON REGIONAL MEDICAL
CENTER, INC., individually and on behalf of
its agents, apparent agents, servants and
employees; JAMES JUSTIN GOAD, M.D.;
PALM BEACH GENERAL SURGERY d/b/a
THE CENTER FOR ADVANCED
SURGICAL CARE; ST. MARY'S MEDICAL
CENTER, INC., d/b/a ST. MARY'S
MEDICAL CENTER; WILLIAM JEFFREY
DAVIS, D.O.; PALM BEACH TRAUMA
ASSOCIATES, individually and on behalf of
its partners, agents, apparent agents, servants
and employees; ROBERT BORREGO, M.D.,
P.A., independently and as general partner of
PALM BEACH TRAUMA ASSOCIATES;
AHMED EL-HADDAD, M.D., P.A.;
DIMITER B. HRISTOV, M.D., P.A.,
independently and as general partner of PALM
BEACH TRAUMA ASSOCIATES;
RAYMOND HENDERSON, SR., M.D.; and
RAYMOND HENDERSON, SR., M.D., P.A.,

Defendant,



AMENDED COMPLAINT

The Plaintiff, EDMUNDO PEREZ, as Personal Representative of the Estate of ASHLEY PEREZ, deceased, on behalf of the Estate of ASHLEY PEREZ and sues the Defendants, WELLINGTON REGIONAL MEDICAL CENTER, INC. (WELLINGTON REGIONAL), individually and on behalf of its agents, apparent agents, servants and employees; JAMES JUSTIN GOAD, M.D.; PALM BEACH GENERAL SURGERY d/b/a THE CENTER FOR ADVANCED SURGICAL CARE (PALM BEACH GENERAL SURGERY); ST. MARY'S MEDICAL CENTER, INC., d/b/a ST. MARY'S MEDICAL CENTER (ST. MARY'S); WILLIAM JEFFREY DAVIS, D.O.; PALM BEACH TRAUMA ASSOCIATES, individually and on behalf of its partners, agents, apparent agents, servants and employees; ROBERT BORREGO, M.D., P.A., independently and as general partner of PALM BEACH TRAUMA ASSOCIATES; AHMED EL-HADDAD, M.D., P.A.; DIMITER B. HRISTOV, M.D., P.A., independently and as general partner of PALM BEACH TRAUMA ASSOCIATES; RAYMOND HENDERSON, SR. M.D.; and RAYMOND HENDERSON, SR., M.D., P.A. and states as follows:

**JURISDICTION, IDENTIFICATION OF PARTIES, AND
GENERAL ALLEGATIONS COMMON TO ALL CLAIMS**

1. This is a medical negligence action and is being brought pursuant to Florida Statute §766 and §768, and Florida Rule of Civil Procedure 1.650, and the common law of Florida, with damages exceeding Fifteen Thousand Dollars (\$15,000.00), exclusive of interest and costs and within the jurisdiction of this court.

2. Plaintiff, EDMUNDO PEREZ, is at all times material hereto the surviving spouse of ASHLEY PEREZ, deceased, and is a resident of Palm Beach County, Florida.

3. ASHLEY PEREZ, deceased, was at all times material hereto a resident of Palm Beach County, Florida.

4. Plaintiff, EDMUNDO PEREZ, has been duly appointed as the Personal Representative of the Estate of ASHLEY PEREZ, deceased. Letters of Administration and the Order Appointing Personal Representative are attached hereto as Exhibit "A."

5. Plaintiff, AMALIA PEREZ is the natural daughter of ASHLEY PEREZ, deceased, and was born on August 24, 2011.

6. Plaintiff, DYLAN PEREZ is the natural son of ASHLEY PEREZ, deceased, and was born on April 21, 2014.

7. The Defendants, WELLINGTON REGIONAL, JUSTIN GOAD, M.D., PALM BEACH GENERAL SURGERY, ST. MARY'S, WILLIAM JEFFREY DAVIS, D.O., PALM BEACH TRAUMA ASSOCIATES, ROBERT BORREGO, M.D., P.A., AHMED EL-HADDAD, M.D., P.A., DIMITER B. HRISTOV, M.D., P.A., RAYMOND HENDERSON, SR. M.D., and RAYMOND HENDERSON, SR. M.D., P.A., have received notice of this claim pursuant to Florida Statute §766.106 and Florida Rule of Civil Procedure 1.650. All conditions precedent to filing this suit required by the medical malpractice act have been met.

8. The Defendant, WELLINGTON REGIONAL, was a corporation organized and existing under the laws of the State of Florida and conducted its business in Palm Beach County, Florida, as such WELLINGTON REGIONAL held itself out to the public as a health care provider

having the facilities, competence, physicians, nurses, staff and trained personnel to examine, diagnose and treat patients like, ASHLEY PEREZ, as well as provide an appropriate standard of care to patients like, ASHLEY PEREZ, which was commensurate with like institutions.

9. The Defendant, WELLINGTON REGIONAL, was a Medicare provider and received payment from the Federal government (Medicare and/or Medicaid) for services rendered to patients in its facility. WELLINGTON REGIONAL, was required to comply with the Code of Federal Regulations, specifically 42 CFR, Part 482, Subpart C and D, Conditions of Participation for Hospitals, which pertain to hospitals like, WELLINGTON REGIONAL. The Code of Federal Regulations required, in part, that if the hospital provides surgical services, the services must be well organized and provided in accordance with acceptable standards of practice.

10. The Defendant, JAMES JUSTIN GOAD, M.D, was a physician licensed to practice in the State of Florida, with a primary practice in Palm Beach County, who held himself out to the public as a physician well qualified in the field of general surgery and further held himself out to the public as a specialist possessing the same level of skill and expertise in the field of general surgery as any other well qualified physician in Palm Beach County, Florida, or any similar medical community.

11. The Defendant, JAMES JUSTIN GOAD, M.D., was working within the course and scope of his employment with the Defendant, PALM BEACH GENERAL SURGERY, and/or within the course and scope of his employment, and/or within the course and scope of his actual or apparent agency, and/or joint venture partnership with the Defendant, WELLINGTON REGIONAL.

12. The Defendant, JAMES JUSTIN GOAD, M.D., had applied for and had been granted privileges and as such agreed to abide by all policies, protocols, and procedures of the Defendant, WELLINGTON REGIONAL, while providing health care services to patients like ASHLEY PEREZ, deceased.

13. The Defendant, PALM BEACH GENERAL SURGERY, was a professional association organized and existing under the laws of the State of Florida and conducted its daily business in Palm Beach County, Florida. As such, the Defendant, PALM BEACH GENERAL SURGERY, held itself out to the public as a health care provider having the facilities, competence, staff, and trained personnel to examine, advise, diagnose, and treat patients like ASHLEY PEREZ, deceased, as well as to provide qualified surgical care to patients such as ASHLEY PEREZ, deceased.

14. The Defendant, WELLINGTON REGIONAL, acted through its actual and/or apparent agents, servants, and/or employees who were acting within the course and scope of their agency, apparent agency, and/or employment and/or joint venture partnership in furtherance of the hospital's business pursuits. Said actual and/or apparent agents, servants, and/or employees, and/or joint venture partners include but are not limited to: JAMES JUSTIN GOAD, M.D., and PALM BEACH GENERAL SURGERY.

15. The Defendant, WELLINGTON REGIONAL, is individually liable for its own negligence, and is vicariously liable for the negligent acts and omissions of its agents, servants, and/or employees, while acting within the course and scope of their agency and/or employment,

and in furtherance of the hospital's business pursuits, including but not limited to Defendants, JAMES JUSTIN GOAD, M.D., and PALM BEACH GENERAL SURGERY.

16. The Defendant, WELLINGTON REGIONAL, utilized the services of physicians, registered nurses, licensed practical nurses, student practical nurses, technicians, hospital staff, and hospital personnel, who were agents, apparent agents, and/or employees of the Defendant, WELLINGTON REGIONAL, acting within the course and scope of their agency, apparent agency, and/or employment, and in furtherance of the hospital's business pursuits, including but not limited to: JAMES JUSTIN GOAD, M.D., and PALM BEACH GENERAL SURGERY.

17. The Defendant, WELLINGTON REGIONAL, controlled the actions and/or had the right to control the actions of JAMES JUSTIN GOAD, M.D., and PALM BEACH GENERAL SURGERY. The Medical Staff Bylaws and/or Medical Staff Rules and Regulations set forth the level of control and/or right of control that WELLINGTON REGIONAL had over JAMES JUSTIN GOAD, M.D. and PALM BEACH GENERAL SURGERY, including the following:

- a) Section D, 2, pertaining to Medical Records in the Medical Staff Rules and Regulation states according to medical staff and hospital policies, each practitioner shall prepare and complete in a timely fashion the medical and other required records for all patients to whom the practitioner provides care in the hospital, or within its facilities, clinical services, or departments.
- b) Section D, 6, pertaining to Medical Records in the Medical Staff Rules and Regulation states a pre-operative evaluation note is documented by the surgeon prior to surgery.
- c) Section D, 7, pertaining to Medical Records in the Medical Staff Rules and Regulation states all operations performed shall be fully dictated by the attending surgeon immediately following surgery for outpatients as well as inpatient; this report must be authenticated and filed in the patient's medical record as soon as possible following surgery. If the physician cannot dictate the operative report immediately after surgery, a detailed progress note must

be entered immediately. (Refer to Section F- "Surgery" for required elements of post-op note).

- d) Section D, 9, pertaining to Medical Records in the Medical Staff Rules and Regulation states all clinical entries in the patient's medical record shall be accurately dated and authenticated.
- e) Section F, 2, pertaining to Surgery in the Medical Staff Rules and Regulations states it is the responsibility of the physician to obtain informed consent.
- f) Section F, 5, pertaining to Surgery in the Medical Staff Rules and Regulations states all operations shall be fully described by the attending surgeon and recorded as a part of the patient's medical record within twenty four (24) hours following the operation.
- g) Section F, 6, pertaining to Surgery in the Medical Staff Rules and Regulations states the immediate post-op note is to include the following:
 - 1. Primary surgeon and assistants
 - 2. Pre-operative diagnosis
 - 3. Post-operative diagnosis
 - 4. Procedure performed
 - 5. Estimated blood loss
 - 6. Technical findings
 - 7. Specimen(s) removed
- h) Section F, 8, pertaining to Surgery in the Medical Staff Rules and Regulations states surgeons shall be in the Operating Room and ready to commence the operative procedure at the time scheduled. If fifteen minutes elapses, the OR will, at the discretion of the Director of Surgical Services, either cancel the case or move the case.
- i) Article II, Section 2.1, ELIGIBILITY AND QUALIFICATION FOR MEMBERSHIP of the Bylaws states membership on the Medical Staff is a privilege granted only to professionally competent applicants who continuously meet the qualifications, standards and requirements set forth in these Bylaws and in Medical Staff and Hospital Policies.
- j) Article II, Section 2.1, d, ELIGIBILITY AND QUALIFICATION FOR MEMBERSHIP of the Bylaws states specifically, physicians, podiatrists, dentists, and psychologists must:

1. Have and maintain a current, unrestricted license to practice in Florida.
 2. Be board certified or board admissible/eligible/qualified as determined by the appropriate board. Beginning August 17, 2010, practitioners who are Board qualified (eligible) at the time of application must become Board Certified within (5) years of appointment.
- k) Article II, Section 2.1, h, ELIGIBILITY AND QUALIFICATION FOR MEMBERSHIP of the Bylaws states have a practice or residence close enough to the Hospital to provide timely and continuous care for their patients as determined by the Board.

18. The Defendant, WELLINGTON REGIONAL, shared control with the Defendants, JAMES JUSTIN GOAD, M.D., and PALM BEACH GENERAL SURGERY, over various aspects of the provision of surgical services to ASHLEY PEREZ, deceased, and shared a common purpose wherein each party needed the other in order to provide services to ASHLEY PEREZ, deceased.

19. The Defendant, ST. MARY'S, was a corporation organized and existing under the laws of the State of Florida and conducted its business in Palm Beach County, Florida, as such ST. MARY'S held itself out to the public as a health care provider having the facilities, competence, physicians, nurses, staff and trained personnel to examine, diagnose and treat patients like, ASHLEY PEREZ, as well as provide an appropriate standard of care to patients like, ASHLEY PEREZ, which was commensurate with like institutions.

20. The Defendant, ST. MARY'S, was a Medicare provider and received payment from the Federal government (Medicare and/or Medicaid) for services rendered to patients in its facility. ST. MARY'S, was required to comply with the Code of Federal Regulations, specifically 42 CFR, Part 482 Subpart C and D, Conditions of Participation for Hospitals, which pertain to

hospitals like ST. MARY'S. The Code of Federal Regulations required, in part, that if the hospital provides surgical services, the services must be well organized and provided in accordance with acceptable standards of practice.

21. The Defendant, WILLIAM JEFFREY DAVIS, D.O., was a physician licensed to practice in the State of Florida, with a primary practice in Palm Beach County, who held himself out to the public as a physician well qualified in the field of emergency medicine and further held himself out to the public as a specialist possessing the same level of skill and expertise in the field of emergency medicine as any other well qualified physician in Palm Beach County, Florida, or any similar medical community. Additionally, at all times material hereto, the Defendant, WILLIAM JEFFREY DAVIS, D.O., was the Chief Medical Officer at ST. MARY'S.

22. The Defendant, WILLIAM JEFFREY DAVIS, D.O., was working within the course and scope of his employment and/or agency and/or apparent agency as Chief Medical Officer with the Defendant, ST. MARY'S.

23. The Defendant, WILLIAM JEFFREY DAVIS, D.O., had applied for and had been granted privileges and as such agreed to abide by all policies, protocols, and procedures of the Defendant, ST. MARY'S, while providing health care services to patients like ASHLEY PEREZ, deceased.

24. The Defendant, RAYMOND HENDERSON, SR., M.D., had applied for and had been granted privileges and as such agreed to abide by all policies, protocols, and procedures of the Defendant, ST. MARY'S, while providing health care services to patients like ASHLEY PEREZ, deceased.

25. The Defendant, RAYMOND HENDERSON, SR, M.D, was a physician licensed to practice in the State of Florida, with a primary practice in Palm Beach County, who held himself out to the public as a physician well qualified in the field of general surgery and further held himself out to the public as a specialist possessing the same level of skill and expertise in the field of general surgery as any other well qualified physician in Palm Beach County, Florida, or any similar medical community.

26. The Defendant, RAYMOND HENDERSON, SR., M.D., was working within the course and scope of his employment with the Defendant, RAYMOND HENDERSON, SR., M.D., P.A., and/or within the course and scope of his employment, and/or actual or apparent agency, and/or joint venture partnership with the Defendant, ST. MARY'S.

27. The Defendant, PALM BEACH TRAUMA ASSOCIATES was group of physicians licensed to practice in the State of Florida, with a primary practice in Palm Beach County, who held themselves out to the public as physicians well qualified in the field of trauma surgery/surgical critical care and further held themselves out to the public as specialists possessing the same level of skill and expertise in the field of trauma surgery/surgical critical care as any other well qualified physician in Palm Beach County, Florida, or any similar medical community.

28. At all times material hereto, Robert Borrego, M.D., Defendant, ROBERT BORREGO, M.D., P.A., Ahmed-El Haddad, M.D., Defendant, AHMED EL-HADDAD, M.D., P.A., Dimiter B. Hrsitov, M.D., and Defendant, DIMITER B. HRISTOV, M.D., P.A., was working within the course and scope of their employment with the Defendant, PALM BEACH TRAUMA

ASSOCIATES, and/or working within the course and scope of their employment, and/or actual or apparent agency, and/or joint venture partnership with the Defendant, ST. MARY'S.

29. The Defendant, PALM BEACH TRAUMA ASSOCIATES was working within the course and scope of its employment with the Defendant, ST. MARY'S, and/or working within the course and scope of its employment, and/or actual or apparent agency, and/or joint venture partnership with the Defendant, ST. MARY'S.

30. At all times material hereto, Robert Borrego, M.D., was a general partner of Defendant, PALM BEACH TRAUMA ASSOCIATES, and a physician licensed to practice in the State of Florida, with a primary practice in Palm Beach County, who held himself out to the public as a physician well qualified in the field of trauma surgery/surgical critical care and further held himself out to the public as a specialist possessing the same level of skill and expertise in the field of trauma surgery/surgical critical care as any other well qualified physician in Palm Beach County, Florida, or any similar medical community.

31. At all times material hereto, Robert Borrego, M.D., was working within the course and scope of his employment with the Defendant, ROBERT BORREGO, M.D., P.A., and/or working within the course and scope of his employment, and/or actual or apparent agency, and/or joint venture partnership with the Defendant, ST. MARY'S.

32. At all times material hereto, Robert Borrego, M.D., had applied for and had been granted privileges and as such agreed to abide by all policies, protocols, and procedures of the Defendant, ST. MARY'S, while providing health care services to patients like ASHLEY PEREZ, deceased.

33. At all times material hereto, Ahmed El-Haddad, M.D., was a physician licensed to practice in the State of Florida, with a primary practice in Palm Beach County, who held himself out to the public as a physician well qualified in the field of trauma surgery/surgical critical care and further held himself out to the public as a specialist possessing the same level of skill and expertise in the field of trauma surgery/surgical critical care as any other well qualified physician in Palm Beach County, Florida, or any similar medical community.

34. At all times material hereto, Ahmed El-Haddad, M.D., was working within the course and scope of his employment with the Defendant, AHMED EL-HADDAD, M.D., P.A., and/or working within the course and scope of his employment, and/or actual or apparent agency, and/or joint venture partnership with the Defendant, ST. MARY'S.

35. At all times material hereto, Ahmed El-Haddad, M.D., had applied for and had been granted privileges and as such agreed to abide by all policies, protocols, and procedures of the Defendant, ST. MARY'S, while providing health care services to patients like ASHLEY PEREZ, deceased.

36. At all times material hereto, Dimiter B. Hrsitov, M.D., was a general partner of Defendant, PALM BEACH TRAUMA ASSOCIATES, and a physician licensed to practice in the State of Florida, with a primary practice in Palm Beach County, who held himself out to the public as a physician well qualified in the field of trauma surgery/surgical critical care and further held himself out to the public as a specialist possessing the same level of skill and expertise in the field of trauma surgery/surgical critical care as any other well qualified physician in Palm Beach County, Florida, or any similar medical community.

37. At all times material hereto, Dimiter B. Hristov, M.D., was working within the course and scope of his employment with the Defendant, DIMITER B. HRISTOV, M.D., P.A., and/or working within the course and scope of his employment, and/or actual or apparent agency, and/or joint venture partnership with the Defendant, ST. MARY'S.

38. At all times material hereto, Dimiter B. Hristov, M.D., had applied for and had been granted privileges and as such agreed to abide by all policies, protocols, and procedures of the Defendant, ST. MARY'S, while providing health care services to patients like ASHLEY PEREZ, deceased.

39. The Defendant, ST. MARY'S, acted through its actual and/or apparent agents, servants, and/or employees who were acting within the course and scope of their agency, apparent agency, and/or employment and/or joint venture partnership in furtherance of the hospital's business pursuits. Said actual and/or apparent agents, servants, and/or employees, and/or joint venture partners include but are not limited to: ST. MARY'S NURSING STAFF, ST. MARY'S ADMINISTRATIVE STAFF, ST. MARY'S PHYSICIANS, WILLIAM JEFFREY DAVIS, D.O., Robert Borrego, M.D., ROBERT BORREGO, M.D., P.A., independently and as general partner of PALM BEACH TRAUMA ASSOCIATES, Ahmed El-Haddad, M.D., AHMED EL-HADDAD, M.D., P.A., Dimiter B. Hristov, M.D., DIMITER B. HRISTOV, M.D., P.A., independently and as general partner of PALM BEACH TRAUMA ASSOCIATES, PALM BEACH TRAUMA ASSOCIATES, individually and on behalf of its partners, agents, apparent agents, servants and employees, RAYMOND HENDERSON SR., M.D., and RAYMOND HENDERSON, SR., M.D., P.A.

40. At all times material hereto, the Defendant, ST. MARY'S, is individually liable for its own negligence, and is vicariously liable for the negligent acts and omissions of its agents, servants, and/or employees, while acting within the course and scope of their agency and/or employment, and in furtherance of the hospital's business pursuits, including but not limited to: ST. MARY'S NURSING STAFF, ST. MARY'S ADMINISTRATIVE STAFF, ST. MARY'S PHYSICIANS, WILLIAM JEFFREY DAVIS, D.O., Robert Borrego, M.D., ROBERT BORREGO, M.D., P.A., independently and as general partner of PALM BEACH TRAUMA ASSOCIATES, Ahmed El-Hadad, M.D., AHMED EL-HADDAD, M.D., P.A., Dimiter B. Hristov, M.D., DIMITER B. HRISTOV, M.D., P.A., independently and as general partner of PALM BEACH TRAUMA ASSOCIATES, PALM BEACH TRAUMA ASSOCIATES, individually and on behalf of its partners, agents, apparent agents, servants and employees, RAYMOND HENDERSON SR., M.D., and RAYMOND HENDERSON, SR., M.D., P.A.

41. At all times material hereto, the Defendant, ST. MARY'S, utilized the services of physicians, registered nurses, licensed practical nurses, student practical nurses, technicians, hospital staff, and hospital personnel, who were agents, apparent agents, and/or employees of the Defendant, ST. MARY'S, acting within the course and scope of their agency, apparent agency, and/or employment, and in furtherance of the hospital's business pursuits, including but not limited to: ST. MARY'S NURSING STAFF, ST. MARY'S ADMINISTRATIVE STAFF, ST. MARY'S PHYSICIANS, WILLIAM JEFFREY DAVIS, D.O., Robert Borrego, M.D., ROBERT BORREGO, M.D., P.A., independently and as general partner of PALM BEACH TRAUMA ASSOCIATES, Ahmed El-Haddad, M.D., AHMED EL-HADDAD, M.D., P.A., Dimiter B.

Hristov, M.D., DIMITER B. HRISTOV, M.D., P.A., independently and as general partner of PALM BEACH TRAUMA ASSOCIATES, PALM BEACH TRAUMA ASSOCIATES, individually and on behalf of its partners, agents, apparent agents, servants and employees, RAYMOND HENDERSON SR., M.D., and RAYMOND HENDERSON, SR., M.D., P.A.

42. At all times material hereto, ST. MARY'S, controlled the actions and/or had the right to control the actions of ST. MARY'S NURSING STAFF, ST. MARY'S ADMINISTRATIVE STAFF, ST. MARY'S PHYSICIANS, WILLIAM JEFFREY DAVIS, D.O., Robert Borrego, M.D., ROBERT BORREGO, M.D., P.A., independently and as general partner of PALM BEACH TRAUMA ASSOCIATES, Ahmed El-Haddad, M.D., AHMED EL-HADDAD, M.D., P.A., Dimiter B. Hristov, M.D., DIMITER B. HRISTOV, M.D., P.A., independently and as general partner of PALM BEACH TRAUMA ASSOCIATES, PALM BEACH TRAUMA ASSOCIATES, individually and on behalf of its partners, agents, apparent agents, servants and employees, RAYMOND HENDERSON SR., M.D., and RAYMOND HENDERSON, SR., M.D., P.A. The Medical Staff Bylaws and/or Medical Staff Rules and Regulations set forth the level of control and/or right of control that ST. MARY'S had over ST. MARY'S NURSING STAFF, ST. MARY'S ADMINISTRATIVE STAFF, ST. MARY'S PHYSICIANS, WILLIAM JEFFREY DAVIS, D.O., Robert Borrego, M.D., ROBERT BORREGO, M.D., P.A., independently and as general partner of PALM BEACH TRAUMA ASSOCIATES, Ahmed El-Haddad, M.D., AHMED EL-HADDAD, M.D., P.A., Dimiter B. Hristov, M.D., DIMITER B. HRISTOV, M.D., P.A., independently and as general partner of PALM BEACH TRAUMA ASSOCIATES, PALM BEACH TRAUMA ASSOCIATES,

individually and on behalf of its partners, agents, apparent agents, servants and employees,
RAYMOND HENDERSON SR., M.D., and RAYMOND HENDERSON, SR., M.D., P.A.,
including the following:

- a) Preamble of BYLAWS OF THE MEDICAL STAFF OF ST. MARY'S: Whereas, it is recognized that the Medical Staff is delegated responsibility by the Governing Board for the quality of medical care in the Hospital and must accept and discharge this responsibility, that the Medical Staff must work with the Hospital corporation and must work with and is subject to the ultimate authority of the Governing Board, and that the cooperative efforts of the Medical Staff, Management and Governing Board are necessary to fulfill the objective of providing quality patient care to the Hospitals patients.
- b) Definitions (1) of BYLAWS OF THE MEDICAL STAFF OF ST. MARY'S: ALLIED HEALTH PROFESSIONAL, or AHP means an individual, other than a licensed physician, dentist, podiatrist, or psychologist, who is approved by the Governing Board, who is licensed or certified by his respective licensing or certifying agency, and who provides services as an employee or under the supervision of a physician who is currently appointed to the Medical Staff of the Hospital
- c) Definitions (12) of BYLAWS OF THE MEDICAL STAFF OF ST. MARY'S: MEDICAL STAFF or STAFF means the formal organization of all licensed physicians, dentists, psychologist, and podiatrists who are privileged to attend patients in the Hospital
- d) Article III, Section 3.1, of the Bylaws state membership on the staff of the Hospital is a privilege which is extended only to professionally competent physicians, dentists, podiatrists, and psychologists who continuously meet the qualifications, standards and requirements set forth in these Bylaws. Appointment to and membership on the staff confers on the staff member only such clinical privileges and prerogatives as have been granted by the Governing Board in accordance with these Bylaws, and shall include staff category and department assignments.
- e) Article III, Section 3.2-1, BASIC QUALIFICATIONS FOR MEMBERSHIP of the Bylaws states only physicians, dentists, podiatrists and psychologists licensed in the State of Florida who:

- f) Agree that they will abide by (i) the Ethical and Religious Directives for Catholic Health Facilities as it relates to their treatment of patients at the Hospital; (ii) the applicable Code of Ethics of the American Medical Association, the American Osteopathic Association, the American Dental Association, the American Podiatric Medical Association, or the American Psychological Association, and (iii) the policies and standards adopted by the Joint Commission on the Accreditation of Healthcare Organizations as long as these policies do not conflict with the Ethical and Religious Directive for Catholic Health Facilities.
- g) Maintain in force professional liability coverage of the type, term and amount as determined by the Governing Board.
- h) Continuously maintain a commitment to the community by having their primary office and primary residence in the local community and within the primary service area of St. Mary's Medical Center, such that services may be provided in a timely and responsive manner (30 minutes for Trauma Call, 1 hour for Emergency Room Call, and no set residence for in-house physicians). These residence requirements may be waived by Medical Executive Committee and the Governing Board when services to the patient are provided in a non-continuous manner (so that the physician seeing the patient has no further or continuing obligation to the patient other than that rendered during that shift); or when physicians are unavailable in the local community to fulfill the service needs.
- i) Article III, Section 3.2-4, Basic Conditions of Continuing Medical Staff Membership states each member of the Medical Staff shall:
 - a. Provide his patients with care at the generally recognized professional level of quality and efficiency established by the Medical Staff and the Hospital.
 - b. Retain responsibility within his area of professional competence for the continuous care and supervision of each patient in the Hospital for whom he is providing services, or arrange for a suitable alternative to assure such care and supervision.
 - c. Abide by the Medical Staff Bylaws and Rules and Regulations and by all other lawful standards, policies, and rules of the Hospital.
 - d. Comply with all requirements set forth in the Medical Staff Bylaws and Rules and Regulations, including but not

- limited to, maintenance of professional liability coverage in accordance with Section 15.2 of these Bylaws.
- e. Discharge such personal, Medical Staff, department, committee and Hospital functions, including but not limited to, peer review, patient care audit, utilization review, emergency service call, for which he is responsible by virtue of his staff category assignment, appointment, election, utilization of AHP's, or exercise of privileges, prerogatives, or other rights in the Hospital.
 - f. Prepare and complete in timely fashion the medical and other required records for all patients he admits or in any way provides care to in the Hospital.
 - g. Section IV, B, Medical Staff Requirements of the Medical Staff Rules and Regulations requires:
 - i. The attending Medical Staff member must see his/her patient within 24 hours after notification of admission, unless the patient is admitted to Critical Care, in which case the Medical Staff member is required to comply with the St. Mary's Medical Center Critical Care Admitting and Discharge criteria (see plan for Patient Care, Administrative Manual).
 - ii. Medical Staff Members shall make available their home telephone numbers, including unlisted numbers, beeper numbers, and other emergency numbers for confidential listing by St. Mary's Medical Center to ensure continuous uninterrupted care of the patient.
 - iii. At the time of admission, the Medical Staff member shall furnish the admitting office or patient care unit with a working diagnosis and any pertinent infectious status.
 - j) Section VI, D, 2, Responsibilities of Requesting Consultations of the Medical Staff Rules and Regulations states:
 - a. The attending independent practitioner is primarily responsible for requesting consultation when indicated and for calling in a qualified consultant.

- b. In all consultations, the independent practitioner asking for the consultation should personally discuss the case with the consultant prior to the consultation.
- c. Consultation with a qualified specialist shall be required in all cases where the attending practitioner is not qualified by experience, ability, training, or specialty privileges to treat the patient.

43. At all times material thereto, the Defendant, ST. MARY'S, shared control with Robert Borrego, M.D., ROBERT BORREGO, M.D., P.A., independently and as general partner of PALM BEACH TRAUMA ASSOCIATES, Ahmed El- Haddad, M.D., AHMED EL-HADDAD, M.D., P.A., Dimiter B. Hrsitov, M.D., DIMITER B. HRISTOV, M.D., P.A., independently and as general partner of PALM BEACH TRAUMA ASSOCIATES, PALM BEACH TRAUMA ASSOCIATES, individually and on behalf of its partners, agents, apparent agents, servants and employees, RAYMOND HENDERSON SR., M.D., and RAYMOND HENDERSON, SR., M.D., P.A., over various aspects of the provision of surgical services to ASHLEY PEREZ, deceased, and shared a common purpose wherein each party needed the other in order to provide services to ASHLEY PEREZ, deceased.

FACTS GIVING RISE TO THE CLAIM

44. ASHLEY PEREZ was a healthy 29 year old mother of a two year old daughter, when she and her husband, EDMUNDO PEREZ, were looking forward to the birth of their second child, a son, in 2014.

45. On April 21, 2014, ASHLEY PEREZ, presented to her obstetrician, Berto Lopez, M.D. with persistent blood pressure elevations, chest/abdominal pains and contractions, and elevated liver enzymes, signs consistent with an emergent pre-eclamptic condition.

46. At approximately noon on Monday, April 21, 2014, Berto Lopez, M.D. personally and immediately drove ASHLEY PEREZ directly from his office to WELLINGTON REGIONAL to undergo an emergency C-section.

47. ASHLEY PEREZ was at 36 3/7 weeks gestational age.

48. On arrival at WELLINGTON REGIONAL at approximately 12:37 pm on April 21, 2014, ASHLEY PEREZ was quickly prepped and taken to surgery. Her pre-op hemoglobin and hematocrit were stable and she showed no signs of bleeding before surgery.

49. The C-section began at 2:58 pm, with delivery of a male infant, DYLAN PEREZ, with no reported complications. Berto Lopez, M.D. followed with the performance of an uneventful tubal ligation, and the patient was closed at 3:28 pm and transported to recovery in stable condition at approximately 3:40 pm.

50. In the PACU at WELLINGTON REGIONAL, ASHLEY PEREZ began to experience a drop in her blood pressure one hour after surgery, with nurses recording a decline beginning at 4:38 pm.

51. The PACU nurses indicate they contacted anesthesia, and on behalf of the anesthesia team, Donna Weyer, SRNA arrived and administered medications and fluids which temporarily brought ASHLEY PEREZ'S blood pressure and heart rate back within normal range.

52. However, at 6:05 pm, ASHLEY PEREZ had another acute change in vital signs consistent with shock, and a Rapid Response was called. An intensive care team, including Naser M. Elsouiri, M.D. responded to the call. ASHLEY PEREZ required intubation and Naser M. Elsouiri, M.D. ordered the patient transferred to ICU.

53. Efforts followed over the next hour in ICU to stabilize ASHLEY PEREZ, who was felt to be in hemorrhagic shock from a source of intra-abdominal bleeding.

54. Berto Lopez, M.D. was summoned and quickly arrived to the unit, where he immediately began making calls to more specialized surgeons to assist him with his patient, who he feared could possibly be bleeding from a liver capsule rupture.

55. As he ordered bedside ultrasound examinations of ASHLEY PEREZ'S abdomen and pelvis, Berto Lopez, M.D. first sought the emergency assistance of the general surgeon on-call at WELLINGTON REGIONAL, JAMES JUSTIN GOAD, M.D.

56. JAMES JUSTIN GOAD, M.D., while at home just a few minutes away from WELLINGTON REGIONAL, refused to come to the hospital and assist Berto Lopez, M.D.; instead, JAMES JUSTIN GOAD, M.D., advised Berto Lopez, M.D. to transfer the patient to the trauma team surgeons at ST. MARY'S.

57. From 8:55 pm on, Berto Lopez, M.D. made repeated phone calls and efforts to transfer ASHLEY PEREZ to ST. MARY'S for emergency care.

58. Berto Lopez, M.D. and his pleas were wildly rejected by members of ST. MARY'S administrative staff, medical staff, and trauma team. ASHLEY PEREZ continued to hemorrhage

while a series of calls was made back and forth between Berto Lopez, M.D. and the ST. MARY'S staff.

59. At 10:12 p.m., Berto Lopez, M.D. spoke with the trauma surgeon/surgical critical care specialist at ST. MARY'S, Ahmed El-Haddad, M.D., who advised that ASHLEY PEREZ requires general surgical services, not his trauma/surgical critical care services.

60. Ahmed El-Haddad, M.D. advised that he would not agree to accept the patient ASHLEY PEREZ in transfer.

61. Berto Lopez, M.D. then called WILLIAM JEFFREY DAVIS, D.O., F.A.C.E.P., Emergency Medicine/Chief Medical Officer at ST. MARY'S, to discuss Ahmed El-Haddad's, M.D. refusal to accept ASHLEY PEREZ.

62. WILLIAM JEFFREY DAVIS, D.O. advised that Berto Lopez, M.D. should contact Dr. El-Haddad's colleague and superior, Robert Borrego, M.D., Director of Trauma Services at ST. MARY'S, regarding this matter.

63. At approximately 10:30 p.m., Robert Borrego, M.D. spoke with Dr. Lopez. Dr. Borrego advised Dr. Lopez that he agreed with Ahmed El-Haddad, M.D. and that ASHLEY PEREZ did not require their services; instead, he suggested Berto Lopez, M.D. contact RAYMOND HENDERSON, SR., M.D., the on-call general surgeon at ST. MARY'S despite Dr. Lopez explaining that his own hospital's on-call general surgeon had refused to evaluate ASHLEY PEREZ by deeming it a trauma/surgical critical care case.

64. At approximately 10:45 p.m., Berto Lopez, M.D. contacted RAYMOND HENDERSON, SR., M.D. who advised that he too would not accept ASHLEY PEREZ because

“he did not have privileges to treat livers.” RAYMOND HENDERSON, SR., M.D. recommended that ST. MARY’S not accept ASHLEY PEREZ in transfer if the trauma service at ST. MARY’S would not agree to see her, because “he cannot treat a bleeding liver.”

65. At approximately 11:00 p.m., WILLIAM JEFFREY DAVIS, D.O. devised a plan wherein ST. MARY’S would accept the patient in transfer, and allow Berto Lopez, M.D. to be the physician to admit ASHLEY PEREZ into ST. MARY’S and then consult with trauma services for a critical care consult upon her arrival. However, Berto Lopez, M.D. did not have admitting ICU privileges at ST. MARY’S in order to do this.

66. In a phone discussion from 11:00 p.m. to 11:09 p.m., it was decided and approved by WILLIAM JEFFREY DAVIS, D.O., that ST. MARY’S would accept ASHLEY PEREZ in transfer to their facility for emergency treatment, where she would be admitted directly into ICU by internal medicine/hospitalist Mukesh Kumar, M.D. WILLIAM JEFFREY DAVIS, D.O.’s plan was for the hospitalist Mukesh Kumar, M.D. to admit ASHLEY PEREZ to oversee her medical care, and to specifically order a “critical care consult” with trauma services upon her arrival to provide the life-saving services needed. Further, he directed Berto Lopez, M.D. would be consulted for her obstetrical/gynecological care.

67. At 11:37 p.m. on April 21, 2014, ST. MARY’S documents ASHLEY PEREZ as a patient being officially admitted to their facility, and at the same time, Mukesh Kumar, M.D. orders the admission “direct to ICU of incoming patient with ‘HELLP, Possible Liver Rupture’.”

68. Over an hour earlier, at 10:15 p.m. on April 21, 2014 – during Berto Lopez, M.D.’S initial exchange of calls with ST. MARY’S – the staff at WELLINGTON REGIONAL made a

call to American Medical Transport, a non-emergency transport company, to summon an ambulance to transport ASHLEY PEREZ to ST. MARY'S, approximately 16 miles away. American Medical Transport did not arrive to pick up the patient at WELLINGTON REGIONAL until 1:39 am on Tuesday morning, April 22, 2014 – and no one at either facility intervened sooner to obtain an emergency vehicle for a more timely transport of ASHLEY PEREZ.

69. ASHLEY PEREZ arrived at ST. MARY'S by ambulance at 3:02 am on April 22, 2014. No one from the trauma/surgical critical services was waiting for her, nor was an OR set up and ready.

70. Further, an initial hospital error by ST. MARY'S resulted in ASHLEY PEREZ'S admission orders being logged in as routine OB monitoring orders for an obstetrical patient of Berto Lopez, M.D., creating more confusion for the ST. MARY'S staff.

71. ASHLEY PEREZ was ultimately placed in ICU at ST. MARY'S to the services of the internal medicine physician, hospitalist Mukesh Kumar, M.D., rather than afforded the services of the trauma team/surgical critical care specialists. Mukesh Kumar, M.D., the only physician to come to her aid after arrival, examined Ashley and, in his initial 3:54 am consult note, he documents finding a patient admitted to his service and now in a dire condition from hemorrhagic shock.

72. Mukesh Kumar, M.D. immediately began to seek consultation from the ST. MARY'S trauma/surgical critical care specialists, as WILLIAM JEFFREY DAVIS, D.O. had directed him. But, once again, ASHLEY PEREZ was refused the care necessary to save her life when trauma/surgical critical care specialists, Ahmed El-Hadded, M.D. and Dimiter Hristov,

M.D., as employees of PALM BEACH TRAUMA ASSOCIATES, unconscionably refused to honor the consult request.

73. Knowing full well that their life-saving services had been ordered, PALM BEACH TRAUMA ASSOCIATE employees instead walked right past the hemorrhaging ASHLEY PEREZ in the ICU at ST. MARY'S with complete and utter disregard for the life and safety of this young mother.

74. ASHLEY PEREZ continued to bleed out that morning.

75. ASHLEY PEREZ was finally taken to surgery at 10:50 am by Berto Lopez, M.D. and RAYMOND HENDERSON, Sr., M.D. – the general surgeon who approximately twelve hours earlier had refused to treat ASHLEY PEREZ.

76. During the abdominal re-exploration, they found the source of ASHLEY PEREZ'S bleeding to be coming from a left ovarian blood vessel, controlled the hemorrhage, and evacuated over 5 liters of clots and blood from ASHLEY PEREZ'S abdomen – but by then she had sustained massive, irreversible damage to her brain and end organs from the ongoing hemorrhagic shock.

77. ASHLEY PEREZ never recovered and expired at 1:40 pm the following day, Wednesday, April 23, 2014 – less than two days after giving birth to her newborn son who she was never able to see or hold.

COUNT 1
NEGLIGENCE CLAIM AGAINST WELLINGTON REGIONAL MEDICAL
CENTER, INC., FOR NON-DELEGABLE DUTY

78. Plaintiff hereby re-alleges and incorporates by reference each and every allegation as set forth in Paragraphs 1 through 77, as though fully set forth herein.

79. At all times material hereto, Defendant, WELLINGTON REGIONAL, had a non-delegable duty to ASHLEY PEREZ, to provide non-negligent medical services to her pursuant to its contract, Florida Statutes, Florida Regulations, and Federal Regulations.

80. At all times material hereto, Defendant, WELLINGTON REGIONAL, undertook a duty to treat, ASHLEY PEREZ, for a charge, and furnished these aforementioned services to render that treatment. Defendant, WELLINGTON REGIONAL approved the personnel who would be providing the services to ASHLEY PEREZ, and employed, granted staff privileges to, and/or paid the Defendant's, PALM BEACH GENERAL SURGERY and JAMES JUSTIN GOAD M.D, to perform said services. The statutory, regulatory and contractual law assumed by and/or imposed upon the Defendant's, PALM BEACH GENERAL SURGERY and JAMES JUSTIN GOAD, M.D., included providing medical services which are non-delegable and, as a matter of law, impose direct liability upon the Defendant, WELLINGTON REGIONAL, for the negligent performance of such duties.

81. As a Medicare provider, i.e., a hospital accepting Medicare from the Federal government, Defendant, WELLINGTON REGIONAL, was subject to the rules and regulations promulgated under 42 CFR 482, which govern the conditions of participation for hospitals and impose a non-delegable duty on those participating hospitals.

82. Specifically, pursuant to 42 CFR 482.12(e), Defendant, WELLINGTON REGIONAL is responsible for the safe and effective delivery of services furnished in the hospital, even if furnished under contracts with those labeled independent contractors.

83. The non-delegable duty imposed by 42 CFR 482 applies to services and encompasses the acts or omissions of the Defendants, WELLINGTON REGIONAL, PALM BEACH GENERAL SURGERY, and JAMES JUSTIN GOAD, M.D. Defendant, WELLINGTON REGIONAL, breached its statutory non-delegable duty to, ASHLEY PEREZ.

84. Florida hospital licensing and regulation statutes and rules (§§ 395.001, 395.002(12)(b), 395.1055, Fla. Stat.; FAC 59A-3.2085(3)) imposed a non-delegable duty upon Defendant, WELLINGTON REGIONAL to provide these medical services to, ASHLEY PEREZ.

Section 395.001, Florida Statutes, states:

It is the intent of the Legislature to provide for the protection of public health and safety in the establishment, construction, maintenance and operation of hospitals and ambulatory surgical centers by providing for licensure of same and for the development, establishment, and enforcement of minimum standards with respect thereto.

Section 395.002(12)(b) defines a hospital as any establishment that:

Regularly makes available at least clinical laboratory services, diagnostic X-ray services and treatment facilities for surgery or obstetrical care, or other definitive medical treatment of similar extent.

In furtherance of its stated intent, the Legislature also enacted section 395.1055, Florida Statutes, which states, in pertinent part:

- (1) The agency [Agency for Health Care Administration] shall adopt, amend, promulgate, and enforce rules to implement the provisions of this part, which shall include reasonable and fair minimum standards for ensuring that:
 - (a) Sufficient numbers and qualified types of personnel and occupational disciplines are on duty and available at all times to provide necessary and adequate patient care and safety.
 - (f) Licensed facilities [hospitals] are established, organized and operated consistent with established standards and rules.

- (i) Each hospital has a quality improvement program designed according to standards established by their current accrediting organization. This program will enhance quality of care and emphasize quality patient outcomes, corrective action for problems, governing board review, and reporting to the agency of standardized data elements necessary to analyze quality of care outcomes. The agency shall use existing data, when available, and shall not duplicate the efforts of other state agencies in order to obtain such data.

Under the statutory authority stated above, the Agency for Health Care Administration adopted rule 59A-3.2085, Florida Administrative Code, which states in pertinent part:

- (3) Surgical Department. Each Class I and Class II hospital, and each Class III hospital providing operative and other invasive procedures, shall be organized under written policies and procedures regarding surgical privileges, maintenance of the operating rooms, and evaluation and recording of treatment of the patient.

85. The contract between, ASHLEY PEREZ and the Defendant, WELLINGTON REGIONAL imposed a non-delegable duty on Defendant, WELLINGTON REGIONAL to provide these services to ASHLEY PEREZ. A copy of the admission agreement and consent forms comprising the contract between ASHLEY PEREZ AND WELLINGTON REGIONAL are attached hereto as Exhibit "B".

86. The only way in which WELLINGTON REGIONAL purported to advise ASHLEY PEREZ that it did not employ any physicians and that it did not intend to undertake any duty of care in the provision of physician services to ASHLEY PEREZ or others was by means of fine print disclosures in the consent forms and admission agreements that ASHLEY PEREZ was required to sign as a condition of being admitted to WELLINGTON REGIONAL to receive emergency treatment. ASHLEY PEREZ did not have the ability, under the circumstances, to

appreciate the significance of or make any reasoned decision regarding the disclosures in the Admission Forms.

87. As a direct and proximate result of the non-delegable acts and omissions of Defendant, WELLINGTON REGIONAL, by and through its agents, apparent agents, servants and employees, ASHLEY PEREZ, died. EDMUNDO PEREZ as Personal Representative of the Estate of ASHLEY PEREZ, deceased and the lawful survivors of the Decedent, To wit: AMALIA PEREZ, as surviving minor daughter and DYLAN PEREZ, as surviving minor son claims the following damages:

- a) The value of lost support and services from the date of ASHLEY PEREZ'S injury to her death;
- b) The future loss of support and services from the date of ASHLEY PEREZ'S death reduced to present value;
- c) The loss of parental companionship, instruction and guidance and for mental pain and suffering from the date of the injury;
- d) The loss of earnings of the deceased from the date of injury to the date of death;
- e) The loss of prospective net accumulations of the Estate;
- f) The cost of medical and funeral expenses due to ASHLEY PEREZ'S injury and death that have become a charge against her Estate or that were paid by or on behalf of ASHLEY PEREZ, deceased.

WHEREFORE, the Plaintiff, EDMUNDO PEREZ, as Personal Representative of the Estate of ASHLEY PEREZ, deceased, demands judgment against the Defendant, WELLINGTON REGIONAL, for these damages and all other damages allowable by law, and demands costs, post judgment interest, and a trial by jury.

COUNT 2
NEGLIGENCE CLAIM AGAINST
WELLINGTON REGIONAL MEDICAL CENTER, INC.

88. Plaintiff, EDMUNDO PEREZ, as Personal Representative of the Estate of ASHLEY PEREZ, deceased, re-alleges and incorporates by reference the allegations contained in Paragraphs 1 through 77, and further alleges:

89. Beginning on April 21, 2014, the Defendant, WELLINGTON REGIONAL, by and through its agents, apparent agents, and/or employees, including but not limited to its NURSING STAFF, ADMINISTRATIVE STAFF, PHYSICIANS, JAMES JUSTIN GOAD, M.D., and PALM BEACH GENERAL SURGERY owed a duty to ASHLEY PEREZ, deceased, to provide medical care and treatment in accordance with the prevailing professional standards of care for hospitals in light of all relevant circumstances. Notwithstanding the duty owed, the Defendant, WELLINGTON REGIONAL, is independently and vicariously responsible for doing or failing to do one or more of the following acts, any or all of which were departures from the acceptable professional standards of care in Palm Beach County, Florida, or any similar medical community:

- a) Failure to establish and maintain an organizational culture committed to the provision of high quality, safe patient care as indicated by non-responsiveness to a patient's needs by the nursing staff;
- b) Failure to deliver healthcare to a critically ill hospitalized patient in a manner that prioritizes the safety and well-being of the patient at all times as indicated by the delay in calling for a rapid response team;
- c) Failure to assure essential life-saving services would be effectively coordinated and promptly administered to a critically ill patient as indicated by an inordinate delay in making transfer arrangements;

- d) Failure to expedite an inter-hospital transfer of a patient in need of emergency life-saving services as indicated by not obtaining a more timely response for ambulance services;
- e) Failure to timely and appropriately respond to an emergency surgical consultation requested on a hospitalized patient;
- f) Failure to timely and appropriately evaluate, diagnose and manage a patient with a postoperative abdominal hemorrhage by performing emergency surgical re-exploration;
- g) Failure to adequately communicate with other healthcare specialists and team members to assure timely surgical intervention for a postoperative abdominal hemorrhage;
- h) Failure to rescue a patient hemorrhaging to death; and
- i) Failure to provide that level of care, skill, and treatment which, in light of all relevant surrounding circumstances, is recognized as acceptable and appropriate by reasonably prudent similar healthcare providers.

90. As a direct and proximate result of the acts and omissions of the Defendant, WELLINGTON REGIONAL, ASHLEY PEREZ died. EDMUNDO PEREZ as Personal Representative of the Estate of ASHLEY PEREZ, deceased and the lawful survivors of the Decedent, To wit: AMALIA PEREZ, as surviving minor daughter and DYLAN PEREZ, as surviving minor son claims the following damages:

- a) The value of lost support and services from the date of ASHLEY PEREZ'S injury to her death;
- b) The future loss of support and services from the date of ASHLEY PEREZ'S death reduced to present value;
- c) The loss of parental companionship, instruction and guidance and for mental pain and suffering from the date of the injury;
- d) The loss of earnings of ASHLEY PEREZ from the date of injury to the date of death;

- e) The loss of prospective net accumulations of the Estate;
- f) The cost of medical and funeral expenses due to ASHLEY PEREZ'S injury and death that have become a charge against her Estate or that were paid by or on behalf of ASHLEY PEREZ, deceased.

WHEREFORE, the Plaintiff, EDMUNDO PEREZ, as Personal Representative of the Estate of ASHLEY PEREZ, deceased, demands judgment against the Defendant, WELLINGTON REGIONAL, for these damages and all other damages allowable by law, and demands costs, post judgment interest, and a trial by jury.

COUNT 3
VICARIOUS LIABILITY CLAIM AGAINST WELLINGTON REGIONAL
MEDICAL CENTER, INC. BASED UPON AGENCY AND APPARENT AGENCY

91. Plaintiff, EDMUNDO PEREZ, as Personal Representative of the Estate of ASHLEY PEREZ, deceased, re-alleges and incorporates by reference the allegations contained in Paragraphs 1 through 77, and further alleges:

92. At all times material, WELLINGTON REGIONAL held itself out to the public as a provider of quality medical and surgical services, including the services of physicians and nursing staff, of the type required by ASHLEY PEREZ.

93. At all times material, the only way in which WELLINGTON REGIONAL purported to advise ASHLEY PEREZ that it did not employ any physicians was by means of fine print disclosures in the "Routine and/or Emergency Newborn Care" that ASHLEY PEREZ was required to sign as a condition of receiving treatment. ASHLEY PEREZ did not have the ability, under the circumstances, to appreciate the significance of or make any reasoned decision regarding these disclosures.

94. Other than as alleged herein, ASHLEY PEREZ had never met or consulted with JAMES JUSTIN GOAD, M.D. and/or PALM BEACH GENERAL SURGERY and only came into contact with these doctors because they were provided to her by WELLINGTON REGIONAL. By providing these physicians to ASHLEY PEREZ during her admission, WELLINGTON REGIONAL represented that these physicians were its employees and/or agents.

95. ASHLEY PEREZ relied on WELLINGTON REGIONAL'S representations to her detriment, in that JAMES JUSTIN GOAD, M.D. and PALM BEACH GENERAL SURGERY failed to provide reasonable medical care in accordance with the prevailing professional standard of care, which caused and/or contributed to ASHLEY PEREZ'S death.

96. Furthermore WELLINGTON REGIONAL, by granting staff privileges to JAMES JUSTIN GOAD, M.D., and by allowing this physician to remain on staff and to provide medical care and treatment to patients admitted to WELLINGTON REGIONAL acknowledged that this physician would act for it.

97. JAMES JUSTIN GOAD, M.D., by applying for and being granted staff privileges, accepted the undertaking to provide medical care and treatment to patients admitted to WELLINGTON REGIONAL.

98. At all times material hereto, WELLINGTON REGIONAL, had a duty individually and by and through its employees, agents and apparent agents, including but not limited to: JAMES JUSTIN GOAD, M.D. and PALM BEACH GENERAL SURGERY, to provide proper medical care and treatment in accordance with the prevailing professional standard of care for similar healthcare providers in light of all relevant circumstances. Notwithstanding the aforementioned

duties owed, WELLINGTON REGIONAL, by and through its employees, agents and apparent agents, including but not limited to: JAMES JUSTIN GOAD, M.D. and PALM BEACH GENERAL SURGERY departed from the acceptable standard of care in Palm Beach County, Florida, or any similar medical community in the following respects:

- a) Failure to timely and appropriately respond to an emergency surgical consultation requested on a hospitalized patient;
- b) Failure to timely and appropriately evaluate, diagnose and manage a patient with a postoperative abdominal hemorrhage by performing emergency surgical re-exploration;
- c) Failure to adequately communicate with other healthcare specialists and team members to assure timely surgical intervention for a postoperative abdominal hemorrhage;
- d) Failure to rescue a patient hemorrhaging to death; and
- e) Failure to provide that level of care, skill, and treatment which, in light of all relevant surrounding circumstances, is recognized as acceptable and appropriate by reasonably prudent similar healthcare providers.

99. As a direct and proximate result of the acts and omissions of the Defendant, WELLINGTON REGIONAL by and through its employees, agents and apparent agents, ASHLEY PEREZ, died. EDMUNDO PEREZ as Personal Representative of the Estate of ASHLEY PEREZ, deceased and the lawful survivors of the Decedent, To wit: AMALIA PEREZ, as surviving minor daughter and DYLAN PEREZ, as surviving minor son claims the following damages:

- a) The value of lost support and services from the date of ASHLEY PEREZ'S injury to her death;
- b) The future loss of support and services from the date of ASHLEY PEREZ'S death reduced to present value;
- c) The loss of parental companionship, instruction and guidance and for mental pain and suffering from the date of the injury;

- d) The loss of earnings of ASHLEY PEREZ from the date of injury to the date of death;
- e) The loss of prospective net accumulations of the Estate;
- f) The cost of medical and funeral expenses due to ASHLEY PEREZ'S, injury and death that have become a charge against her Estate or that were paid by or on behalf of ASHLEY PEREZ, deceased.

WHEREFORE, the Plaintiff, EDMUNDO PEREZ, as Personal Representative of the Estate of ASHLEY PEREZ, deceased, demands judgment against the Defendant, WELLINGTON REGIONAL, for these damages and all other damages allowable by law, and demands costs, post judgment interest, and also a trial by jury.

COUNT 4
CLAIM AGAINST WELLINGTON REGIONAL MEDICAL CENTER, INC.
BASED UPON JOINT VENTURE

100. Plaintiff, EDMUNDO PEREZ, as Personal Representative of the Estate of ASHLEY PEREZ, deceased, re-alleges and incorporates by reference the allegations contained in Paragraphs 1 through 77, and further alleges:

101. At all times material, WELLINGTON REGIONAL, JAMES JUSTIN GOAD, M.D., and PALM BEACH GENERAL SURGERY joined together in a common endeavor to provide comprehensive health care to patients such as ASHLEY PEREZ, including but not limited to: medical and surgical related services. WELLINGTON REGIONAL, JAMES JUSTIN GOAD, M.D., and PALM BEACH GENERAL SURGERY had a shared joint control and/or right of control over the provision of comprehensive health care to patients such as ASHLEY PEREZ. WELLINGTON REGIONAL, JAMES JUSTIN GOAD, M.D., and PALM BEACH GENERAL

SURGERY had a joint propriety interest in the provision of comprehensive health care to patients such as ASHLEY PEREZ and had a right to share in the profits and a duty to share the losses arising from this common endeavor to provide comprehensive health care to patients such as ASHLEY PEREZ. Indeed, each party needed the other in order to provide services to ASHLEY PEREZ, deceased.

102. At all times material, and upon belief, WELLINGTON REGIONAL had written and/or oral agreements with JAMES JUSTIN GOAD, M.D. and PALM BEACH GENERAL SURGERY by which WELLINGTON REGIONAL agreed to allow these physicians and groups to provide medical services to WELLINGTON REGIONAL patients and to bill the patients for such services. JAMES JUSTIN GOAD, M.D., and PALM BEACH GENERAL SURGERY agreed to provide such services to WELLINGTON REGIONAL patients so that WELLINGTON REGIONAL could market itself as a quality provider of medical and surgical services. To the extent that any such agreements exist in written form, they are in the possession of the Defendants and therefore not attached to Plaintiff's Complaint.

103. At all times material hereto, WELLINGTON REGIONAL had a common interest with JAMES JUSTIN GOAD, M.D., and PALM BEACH GENERAL SURGERY in the delivery of physician services and comprehensive health care to WELLINGTON REGIONAL patients allowing each of the parties to obtain common patients who would pay for their services.

104. Pursuant to this arrangement, JAMES JUSTIN GOAD, M.D., and PALM BEACH GENERAL SURGERY provided the expertise, professional physician services and licensure necessary for the provision of comprehensive health care to patients such as ASHLEY PEREZ in

a hospital setting, including but not limited to: medical and surgical related services. WELLINGTON REGIONAL provided the setting, facilities, medical and diagnostic equipment, staffing, hospital licensure, nursing services, technicians and medical services, laboratory and diagnostic services, radiological services, medical supplies, medications, administrative personnel, policies, risk management operations, quality assurance operations, all of which were necessary for the proper provision of comprehensive health care to patients such as ASHLEY PEREZ, deceased.

105. WELLINGTON REGIONAL, JAMES JUSTIN GOAD, M.D., and PALM BEACH GENERAL SURGERY, jointly controlled the provision of comprehensive health care services to patients such as ASHLEY PEREZ. WELLINGTON REGIONAL through a credentialing process had a duty to assure the competence of and to supervise and monitor physicians in its facility by: adopting policies, protocols, and procedures relating to the provision of medical and surgical related services and pain management services; by facilitating a peer review process to assure that physicians providing these services at WELLINGTON REGIONAL do so within specific parameters. JAMES JUSTIN GOAD, M.D. and PALM BEACH GENERAL SURGERY had the authority to direct and order WELLINGTON REGIONAL nursing and support staff in the manner in which they assisted said physicians in providing comprehensive health care services to patients at WELLINGTON REGIONAL.

106. As a consequence, WELLINGTON REGIONAL, JAMES JUSTIN GOAD, M.D., and PALM BEACH GENERAL SURGERY created a business operation through which they endeavored to share in the profits generated. Furthermore, should the operation of the venture be

unsuccessful, each party shared in the loss, with the hospital having purchased the facilities, equipment and hired personnel without compensation, and the physicians having exercised their expertise and skill without compensation. For example, if a particular patient is unable to pay for the medical services provided, WELLINGTON REGIONAL, JAMES JUSTIN GOAD, M.D., and PALM BEACH GENERAL SURGERY all lose the profits they would have made off of their joint effort in providing comprehensive medical care and treatment of the patient.

107. Each party to the joint venture is responsible for the negligence of the other and their agents, apparent agents and employees as a result of the participation in the joint venture described herein. Thus WELLINGTON REGIONAL is liable for the negligent acts and omissions of its joint venture partners including but not limited to: JAMES JUSTIN GOAD, M.D., and PALM BEACH GENERAL SURGERY. Those negligent acts and omissions include:

- a) Failure to timely and appropriately respond to an emergency surgical consultation requested on a hospitalized patient;
- b) Failure to timely and appropriately evaluate, diagnose and manage a patient with a postoperative abdominal hemorrhage by performing emergency surgical re-exploration;
- c) Failure to adequately communicate with other healthcare specialists and team members to assure timely surgical intervention for a postoperative abdominal hemorrhage;
- d) Failure to provide that level of care, skill, and treatment which, in light of all relevant surrounding circumstances, is recognized as acceptable and appropriate by reasonably prudent similar healthcare providers.

108. As a direct and proximate result of the acts and omissions of WELLINGTON REGIONAL by and through its joint venture partners including but not limited to: JAMES JUSTIN GOAD, M.D., and PALM BEACH GENERAL SURGERY, ASHLEY PEREZ, died.

EDMUNDO PEREZ as Personal Representative of the Estate of ASHLEY PEREZ, deceased and the lawful survivors of the Decedent, To wit: AMALIA PEREZ, as surviving minor daughter and DYLAN PEREZ, as surviving minor son claims the following damages:

- a) The value of lost support and services from the date of ASHLEY PEREZ'S injury to her death;
- b) The future loss of support and services from the date of ASHLEY PEREZ'S death reduced to present value;
- c) The loss of parental companionship, instruction and guidance and for mental pain and suffering from the date of the injury;
- d) The loss of earnings of ASHLEY PEREZ from the date of injury to the date of death;
- e) The loss of prospective net accumulations of the Estate;
- f) The cost of medical and funeral expenses due to ASHLEY PEREZ'S, injury and death that have become a charge against her Estate or that were paid by or on behalf of ASHLEY PEREZ, deceased.

WHEREFORE, the Plaintiff, EDMUNDO PEREZ, as Personal Representative of the Estate of ASHLEY PEREZ, deceased, demands judgment against the Defendant, WELLINGTON REGIONAL, for these damages and all other damages allowable by law, and demands costs, post judgment interest, and a trial by jury.

COUNT 5
NEGLIGENCE CLAIM AGAINST JAMES JUSTIN GOAD, M.D.

109. Plaintiff, EDMUNDO PEREZ, as Personal Representative of the Estate of ASHLEY PEREZ, deceased, re-alleges and incorporates by reference the allegations contained in Paragraphs 1 through 77, and further alleges:

110. Beginning on April 21, 2014, the Defendant, JAMES JUSTIN GOAD, M.D., owed a duty to ASHLEY PEREZ, deceased, to provide medical care and treatment in accordance with the prevailing professional standards of care for general surgeons. Notwithstanding the duty undertaken, the Defendant, JAMES JUSTIN GOAD, M.D., did or failed to do one or more of the following acts, any or all of which were departures from the acceptable professional standards of care in Palm Beach County, Florida, or any similar medical community:

- a) Failure to timely and appropriately respond to an emergency surgical consultation requested on a hospitalized patient;
- b) Failure to timely and appropriately evaluate, diagnose and manage a patient with a postoperative abdominal hemorrhage by performing emergency surgical re-exploration;
- c) Failure to adequately communicate with other healthcare specialists and team members to assure timely surgical intervention for a postoperative abdominal hemorrhage;
- d) Failure to rescue a patient hemorrhaging to death; and
- e) Failure to provide that level of care, skill, and treatment which, in light of all relevant surrounding circumstances, is recognized as acceptable and appropriate by reasonably prudent similar healthcare providers.

111. As a direct and proximate result of the acts and omissions of the Defendant, JAMES JUSTIN GOAD, M.D., ASHLEY PEREZ, died. The Plaintiff, EDMUNDO PEREZ, as Personal Representative of the Estate of ASHLEY PEREZ, deceased, and the lawful survivors of the Decedent, To wit: AMALIA PEREZ, as surviving minor daughter and DYLAN PEREZ, as surviving minor son claims the following damages:

- a) The value of lost support and services from the date of ASHLEY PEREZ'S injury to her death;

- b) The future loss of support and services from the date of ASHLEY PEREZ'S death reduced to present value.
- c) The loss of parental companionship, instruction and guidance and for mental pain and suffering from the date of the injury.
- d) The loss of earnings of ASHLEY PEREZ from the date of injury to the date of death;
- e) The loss of prospective net accumulations of the Estate;
- f) The cost of medical and funeral expenses due to ASHLEY PEREZ'S injury and death that have become a charge against her Estate or that were paid by or on behalf of ASHLEY PEREZ, deceased.

WHEREFORE, the Plaintiff, EDMUNDO PEREZ as Personal Representative of the Estate of ASHLEY PEREZ, deceased, demands judgment against the Defendant, JAMES JUSTIN GOAD, M.D. for these damages and all other damages allowable by law, and demands costs, post judgment interest, and a trial by jury.

COUNT 6
NEGLIGENCE CLAIM AGAINST PALM BEACH GENERAL SURGERY D/B/A
THE CENTER FOR ADVANCED SURGICAL CARE

112. Plaintiff, EDMUNDO PEREZ, as Personal Representative of the Estate of ASHLEY PEREZ, deceased, re-alleges and incorporates by reference the allegations contained in Paragraphs 1 through 77, and further alleges:

113. Beginning on April 21, 2014, the Defendant, PALM BEACH GENERAL SURGERY, by and through its employees, agents and apparent agents, including but not limited to, JAMES JUSTIN GOAD, M.D., owed a duty to ASHLEY PEREZ, deceased, to provide medical care and treatment in accordance with the prevailing professional standards of care for general surgeons in light of all relevant circumstances. Notwithstanding the duty undertaken, the

Defendant, PALM BEACH GENERAL SURGERY, did or failed to do one or more of the following acts, any or all of which were departures from the acceptable professional standards of care in Palm Beach County, Florida, or any similar medical community:

- a) Failure to establish and maintain an organizational culture committed to the provision of high quality, safe patient care as indicated by non-responsiveness to a patient's needs by the nursing staff;
- b) Failure to deliver healthcare to a critically ill hospitalized patient in a manner that prioritizes the safety and well-being of the patient at all times as indicated by the delay in calling for a rapid response team;
- c) Failure to assure essential life-saving services would be effectively coordinated and promptly administered to a critically ill patient as indicated by an inordinate delay in making transfer arrangements;
- d) Failure to expedite an inter-hospital transfer of a patient in need of emergency life-saving services as indicated by not obtaining a more timely response for ambulance services;
- e) Failure to timely and appropriately respond to an emergency surgical consultation requested on a hospitalized patient.
- f) Failure to timely and appropriately evaluate, diagnose and manage a patient with a postoperative abdominal hemorrhage by performing emergency surgical re-exploration;
- g) Failure to adequately communicate with other healthcare specialists and team members to assure timely surgical intervention for a postoperative abdominal hemorrhage;
- h) Failure to rescue a patient hemorrhaging to death; and
- i) Failure to provide that level of care, skill, and treatment which, in light of all relevant surrounding circumstances, is recognized as acceptable and appropriate by reasonably prudent similar healthcare providers.

114. As a direct and proximate result of the acts and omissions of the Defendant, PALM BEACH GENERAL SURGERY, ASHLEY PEREZ, died. The Plaintiff, EDMUNDO PEREZ, as

Personal Representative of the Estate of ASHLEY PEREZ, deceased, and the lawful survivors of the Decedent, To wit: AMALIA PEREZ, as surviving minor daughter and DYLAN PEREZ, as surviving minor son claims the following damages:

- a) The value of lost support and services from the date of ASHLEY PEREZ'S injury to her death;
- b) The future loss of support and services from the date of ASHLEY PEREZ'S death reduced to present value.
- c) The loss of parental companionship, instruction and guidance and for mental pain and suffering from the date of the injury.
- d) The loss of earnings of ASHLEY PEREZ from the date of injury to the date of death;
- e) The loss of prospective net accumulations of the Estate;
- f) The cost of medical and funeral expenses due to ASHLEY PEREZ'S injury and death that have become a charge against her Estate or that were paid by or on behalf of ASHLEY PEREZ, deceased.

WHEREFORE, the Plaintiff, EDMUNDO PEREZ as Personal Representative of the Estate of ASHLEY PEREZ, deceased, demands judgment against the Defendant, PALM BEACH GENERAL SURGERY, for these damages and all other damages allowable by law, and demands costs, post judgment interest , and a trial by jury.

COUNT 7
NEGLIGENCE CLAIM AGAINST ST. MARY'S MEDICAL CENTER, INC.,
D/B/A ST. MARY'S MEDICAL CENTER FOR NON-DELEGABLE DUTY

115. Plaintiff hereby re-alleges and incorporates by reference each and every allegation as set forth in Paragraphs 1 through 77, as though fully set forth herein.

116. At all times material hereto, Defendant, ST. MARY'S, had a non-delegable duty to ASHLEY PEREZ, to provide non-negligent medical services to her pursuant to its contract, Florida Statutes, Florida Regulations, and Federal Regulations.

117. At all times material hereto, Defendant, ST. MARY'S, undertook a duty to treat, ASHLEY PEREZ, for a charge, and furnished these aforementioned services to render that treatment. Defendant, ST. MARY'S approved the personnel who would be providing the services to, ASHLEY PEREZ, and employed, granted staff privileges to, and/or paid RAYMOND HENDERSON, SR. M.D., RAYMOND HENDERSON, SR. M.D., P.A., Robert Borrego, M.D., ROBERT BORREGO, M.D., P.A., Ahmed El-Haddad, M.D., AHMED EL-HADDAD, M.D., P.A., Dimiter B. Hristov, M.D., DIMITER B. HRISTOV, M.D., P.A., and/or PALM BEACH TRAUMA ASSOCIATES, to perform said services. The statutory, regulatory and contractual law assumed by and/or imposed upon RAYMOND HENDERSON, SR. M.D., RAYMOND HENDERSON, SR. M.D., P.A., Robert Borrego, M.D., ROBERT BORREGO, M.D., P.A., Ahmed El-Haddad, M.D., AHMED EL-HADDAD, M.D., P.A., Dimiter B. Hristov, M.D., DIMITER B. HRISTOV, M.D., P.A., and/or PALM BEACH TRAUMA ASSOCIATES included providing medical services which are non-delegable and, as a matter of law, impose direct liability upon the Defendant, ST. MARY'S, for the negligent performance of such duties.

118. As a Medicare provider, i.e., a hospital accepting Medicare from the Federal government, Defendant, ST. MARY'S, was subject to the rules and regulations promulgated under 42 CFR 482, which govern the conditions of participation for hospitals and impose a non-delegable duty on those participating hospitals.

119. Specifically, pursuant to 42 CFR 482.12(e), Defendant, ST. MARY'S is responsible for the safe and effective delivery of services furnished in the hospital, even if furnished under contracts with those labeled independent contractors.

120. The non-delegable duty imposed by 42 CFR 482 applies to services and encompasses the acts or omissions of ST. MARY'S, RAYMOND HENDERSON, SR. M.D., RAYMOND HENDERSON, SR. M.D., P.A., Robert Borrego, M.D., ROBERT BORREGO, M.D., P.A., Ahmed El-Haddad, M.D., AHMED EL-HADDAD, M.D., P.A., Dimiter B. Hristov, M.D., DIMITER B. HRISTOV, M.D., P.A., and/or PALM BEACH TRAUMA ASSOCIATES. Defendant, ST. MARY'S, breached its statutory non-delegable duty to, ASHLEY PEREZ.

121. Florida hospital licensing and regulation statutes and rules (§§ 395.001, 395.002(12)(b), 395.1055, Fla. Stat.; FAC 59A-3.2085(3)) imposed a non-delegable duty upon Defendant, ST. MARY'S to provide these medical services to, ASHLEY PEREZ.

Section 395.001, Florida Statutes, states:

It is the intent of the Legislature to provide for the protection of public health and safety in the establishment, construction, maintenance and operation of hospitals and ambulatory surgical centers by providing for licensure of same and for the development, establishment, and enforcement of minimum standards with respect thereto.

Section 395.002(12)(b) defines a hospital as any establishment that:

Regularly makes available at least clinical laboratory services, diagnostic X-ray services and treatment facilities for surgery or obstetrical care, or other definitive medical treatment of similar extent.

In furtherance of its stated intent, the Legislature also enacted section 395.1055, Florida Statutes, which states, in pertinent part:

- (1) The agency [Agency for Health Care Administration] shall adopt, amend, promulgate, and enforce rules to implement the provisions of this part, which shall include reasonable and fair minimum standards for ensuring that:
 - (a) Sufficient numbers and qualified types of personnel and occupational disciplines are on duty and available at all times to provide necessary and adequate patient care and safety.
 - (f) Licensed facilities [hospitals] are established, organized and operated consistent with established standards and rules.
 - (i) Each hospital has a quality improvement program designed according to standards established by their current accrediting organization. This program will enhance quality of care and emphasize quality patient outcomes, corrective action for problems, governing board review, and reporting to the agency of standardized data elements necessary to analyze quality of care outcomes. The agency shall use existing data, when available, and shall not duplicate the efforts of other state agencies in order to obtain such data.

Under the statutory authority stated above, the Agency for Health Care Administration adopted rule 59A-3.2085, Florida Administrative Code, which states in pertinent part:

- (3) Surgical Department. Each Class I and Class II hospital, and each Class III hospital providing operative and other invasive procedures, shall be organized under written policies and procedures regarding surgical privileges, maintenance of the operating rooms, and evaluation and recording of treatment of the patient.

122. The contract between, ASHLEY PEREZ and the Defendant, ST. MARY'S imposed a non-delegable duty on Defendant, ST. MARY'S to provide these services to ASHLEY PEREZ. A copy of the admission agreement and consent forms comprising the contract between ASHLEY PEREZ and ST. MARY'S are attached hereto as Exhibit "C".

123. The only way in which ST. MARY'S purported to advise ASHLEY PEREZ that it did not employ any physicians and that it did not intend to undertake any duty of care in the provision of physician services to ASHLEY PEREZ or others was by means of fine print disclosures in the consent forms and admission agreements that ASHLEY PEREZ and/or a family

member was required to sign as a condition of being admitted to ST. MARY'S to receive emergency treatment. ASHLEY PEREZ, nor any family member, had the ability, under the circumstances, to appreciate the significance of or make any reasoned decision regarding the disclosures in the Admission Forms.

124. As a direct and proximate result of the non-delegable acts and omissions of Defendant, ST. MARY'S by and through its agents, apparent agents, servants and employees, ASHLEY PEREZ, died. EDMUNDO PEREZ as Personal Representative of the Estate of ASHLEY PEREZ, deceased and the lawful survivors of the Decedent, To wit: AMALIA PEREZ, as surviving minor daughter and DYLAN PEREZ, as surviving minor son claims the following damages:

- a) The value of lost support and services from the date of ASHLEY PEREZ'S injury to her death;
- b) The future loss of support and services from the date of ASHLEY PEREZ'S death reduced to present value.
- c) The loss of parental companionship, instruction and guidance and for mental pain and suffering from the date of the injury.
- d) The loss of earnings of ASHLEY PEREZ from the date of injury to the date of death;
- e) The loss of prospective net accumulations of the Estate;
- f) The cost of medical and funeral expenses due to ASHLEY PEREZ'S injury and death that have become a charge against her Estate or that were paid by or on behalf of ASHLEY PEREZ, deceased.

WHEREFORE, the Plaintiff, EDMUNDO PEREZ, as Personal Representative of the Estate of ASHLEY PEREZ, deceased, demands judgment against the Defendant, ST.

MARY'S, for these damages and all other damages allowable by law, and demands costs, post judgment interest, and a trial by jury

COUNT 8
NEGLIGENCE CLAIM AGAINST ST. MARY'S MEDICAL CENTER, INC.,
D/B/A ST. MARY'S MEDICAL CENTER

125. Plaintiff, EDMUNDO PEREZ, as Personal Representative of the Estate of ASHLEY PEREZ, deceased, re-alleges and incorporates by reference the allegations contained in Paragraphs 1 through 77, and further alleges:

126. Beginning on April 21, 2014, the Defendant, ST. MARY'S by and through its agents, apparent agents, and/or employees, including but not limited to its NURSING STAFF, ADMINISTRATIVE STAFF, PHYSICIANS, WILLIAM JEFFREY DAVIS, D.O., RAYMOND HENDERSON, SR. M.D., RAYMOND HENDERSON, SR. M.D., P.A., Robert Borrego, M.D., ROBERT BORREGO, M.D., P.A., Ahmed El-Haddad, M.D., AHMED EL-HADDAD, M.D., P.A., Dimiter B. Hristov, M.D., DIMITER B. HRISTOV, M.D., P.A., and/or PALM BEACH TRAUMA ASSOCIATES owed a duty to ASHLEY PEREZ, deceased, to provide medical care and treatment in accordance with the prevailing professional standards of care for hospitals in light of all relevant circumstances. Notwithstanding the duty owed, the Defendant, ST. MARY'S, is independently and vicariously responsible for doing or failing to do one or more of the following acts, any or all of which were departures from the acceptable professional standards of care in Palm Beach County, Florida, or any similar medical community:

- a) Failure to establish and maintain an organizational culture committed to the provision of high quality, safe patient care as indicated by non-responsiveness to a patient's needs by the nursing staff;

- b) Failure to deliver healthcare to a critically ill hospitalized patient in a manner that prioritizes the safety and well-being of the patient at all times as indicated by the delay in calling for a rapid response team;
- c) Failure to assure essential life-saving services would be effectively coordinated and promptly administered to a critically ill patient as indicated by an inordinate delay in making transfer arrangements;
- d) Failure to expedite an inter-hospital transfer of a patient in need of emergency life-saving services as indicated by not obtaining a more timely response for ambulance services;
- e) Failure to timely and appropriately respond to an emergency surgical consultation requested on a hospitalized patient;
- f) Failure to timely and appropriately evaluate, diagnose and manage a patient with a postoperative abdominal hemorrhage by performing emergency surgical re-exploration;
- g) Failure to adequately communicate with other healthcare specialists and team members to assure timely surgical intervention for a postoperative abdominal hemorrhage;
- h) Failure to rescue a patient hemorrhaging to death; and
- i) Failure to provide that level of care, skill, and treatment which, in light of all relevant surrounding circumstances, is recognized as acceptable and appropriate by reasonably prudent similar healthcare providers.

127. As a direct and proximate result of the acts and omissions of the Defendant, WELLINGTON REGIONAL, ASHLEY PEREZ died. EDMUNDO PEREZ as Personal Representative of the Estate of ASHLEY PEREZ, deceased and the lawful survivors of the Decedent, To wit: AMALIA PEREZ, as surviving minor daughter and DYLAN PEREZ, as surviving minor son claims the following damages:

- a) The value of lost support and services from the date of ASHLEY PEREZ'S injury to her death;

- b) The future loss of support and services from the date of ASHLEY PEREZ'S death reduced to present value.
- c) The loss of parental companionship, instruction and guidance and for mental pain and suffering from the date of the injury.
- d) The loss of earnings of ASHLEY PEREZ from the date of injury to the date of death;
- e) The loss of prospective net accumulations of the Estate;
- f) The cost of medical and funeral expenses due to ASHLEY PEREZ'S injury and death that have become a charge against her Estate or that were paid by or on behalf of ASHLEY PEREZ, deceased.

WHEREFORE, the Plaintiff, EDMUNDO PEREZ, as Personal Representative of the Estate of ASHLEY PEREZ, deceased, demands judgment against the Defendant, ST. MARY'S, for these damages and all other damages allowable by law, and demands costs, post judgment interest, and a trial by jury.

COUNT 9

VICARIOUS LIABILITY CLAIM AGAINST ST. MARY'S MEDICAL CENTER, INC., D/B/A ST. MARY'S MEDICAL CENTER BASED UPON AGENCY AND APPARENT AGENCY

128. Plaintiff, EDMUNDO PEREZ, as Personal Representative of the Estate of ASHLEY PEREZ, deceased, re-alleges and incorporates by reference the allegations contained in Paragraphs 1 through 77, and further alleges:

129. At all times material, ST. MARY'S held itself out to the public as a provider of quality medical and surgical services, including the services of physicians and nursing staff, of the type required by ASHLEY PEREZ.

130. Other than as alleged herein, ASHLEY PEREZ had never met or consulted with WILLIAM JEFFREY DAVIS, D.O., RAYMOND HENDERSON, SR. M.D., RAYMOND HENDERSON, SR. M.D., P.A., Robert Borrego, M.D., ROBERT BORREGO, M.D., P.A., Ahmed El-Haddad, M.D., AHMED EL-HADDAD, M.D., P.A., Dimiter B. Hristov, M.D., DIMITER B. HRISTOV, M.D., P.A., and/or PALM BEACH TRAUMA ASSOCIATES and only came into contact with these doctors because they were provided to her by ST. MARY'S. By providing these physicians to ASHLEY PEREZ during her admission, ST. MARY'S represented that these physicians were its employees and/or agents.

131. ASHLEY PEREZ relied on ST MARY'S representations to her detriment, in that WILLIAM JEFFREY DAVIS, D.O., RAYMOND HENDERSON, SR. M.D., RAYMOND HENDERSON, SR. M.D., P.A., Robert Borrego, M.D., ROBERT BORREGO, M.D., P.A., Ahmed El-Haddad, M.D., AHMED EL-HADDAD, M.D., P.A., Dimiter B. Hristov, M.D., DIMITER B. HRISTOV, M.D., P.A., and/or PALM BEACH TRAUMA ASSOCIATES failed to provide reasonable medical care in accordance with the prevailing professional standard of care, which caused and/or contributed to ASHLEY PEREZ'S death.

132. Furthermore ST. MARY'S, by granting staff privileges to WILLIAM JEFFREY DAVIS, D.O., RAYMOND HENDERSON, SR. M.D., RAYMOND HENDERSON, SR. M.D., P.A., Robert Borrego, M.D., ROBERT BORREGO, M.D., P.A., Ahmed El-Haddad, M.D., AHMED EL-HADDAD, M.D., P.A., Dimiter B. Hristov, M.D., DIMITER B. HRISTOV, M.D., P.A., and/or PALM BEACH TRAUMA ASSOCIATES, and by allowing these physicians to

remain on staff and to provide medical care and treatment to patients admitted to ST. MARY'S acknowledged that these physicians would act for it.

133. WILLIAM JEFFREY DAVIS, D.O., RAYMOND HENDERSON, SR. M.D., RAYMOND HENDERSON, SR. M.D., P.A., Robert Borrego, M.D., ROBERT BORREGO, M.D., P.A., Ahmed El-Haddad, M.D., AHMED EL-HADDAD, M.D., P.A., Dimiter B. Hristov, M.D., DIMITER B. HRISTOV, M.D., P.A., and/or PALM BEACH TRAUMA ASSOCIATES by applying for and being granted staff privileges, accepted the undertaking to provide medical care and treatment to patients admitted to ST. MARY'S.

134. At all times material hereto, ST. MARY'S, had a duty individually and by and through its employees, agents and apparent agents, including but not limited to: WILLIAM JEFFREY DAVIS, D.O., RAYMOND HENDERSON, SR. M.D., RAYMOND HENDERSON, SR. M.D., P.A., Robert Borrego, M.D., ROBERT BORREGO, M.D., P.A., Ahmed El-Haddad, M.D., AHMED EL-HADDAD, M.D., P.A., Dimiter B. Hristov, M.D., DIMITER B. HRISTOV, M.D., P.A., and/or PALM BEACH TRAUMA ASSOCIATES to provide proper medical care and treatment in accordance with the prevailing professional standard of care for similar healthcare providers in light of all relevant circumstances. Notwithstanding the aforementioned duties owed, ST. MARY'S, by and through its employees, agents and apparent agents, including but not limited to: WILLIAM JEFFREY DAVIS, D.O., RAYMOND HENDERSON, SR. M.D., RAYMOND HENDERSON, SR. M.D., P.A., Robert Borrego, M.D., ROBERT BORREGO, M.D., P.A., Ahmed El-Haddad, M.D., AHMED EL-HADDAD, M.D., P.A., Dimiter B. Hristov, M.D., DIMITER B. HRISTOV, M.D., P.A., and/or PALM BEACH TRAUMA ASSOCIATES departed

from the acceptable standard of care in Palm Beach County, Florida, or any similar medical community in the following respects:

- a) Failure to establish and maintain an organizational culture committed to the provision of high quality, safe patient care as indicated by non-responsiveness to a patient's needs by the nursing staff;
- b) Failure to deliver healthcare to a critically ill hospitalized patient in a manner that prioritizes the safety and well-being of the patient at all times as indicated by the delay in calling for a rapid response team;
- c) Failure to assure essential life-saving services would be effectively coordinated and promptly administered to a critically ill patient as indicated by an inordinate delay in making transfer arrangements;
- d) Failure to expedite an inter-hospital transfer of a patient in need of emergency life-saving services as indicated by not obtaining a more timely response for ambulance services;
- e) Failure to timely and appropriately respond to an emergency surgical consultation requested on a hospitalized patient;
- f) Failure to timely and appropriately evaluate, diagnose and manage a patient with a postoperative abdominal hemorrhage by performing emergency surgical re-exploration;
- g) Failure to adequately communicate with other healthcare specialists and team members to assure timely surgical intervention for a postoperative abdominal hemorrhage;
- h) Failure to rescue a patient hemorrhaging to death; and
- i) Failure to provide that level of care, skill, and treatment which, in light of all relevant surrounding circumstances, is recognized as acceptable and appropriate by reasonably prudent similar healthcare providers.

135. As a direct and proximate result of the acts and omissions of the Defendant, ST. MARY'S, by and through its employees, agents and apparent agents, ASHLEY PEREZ, died. EDMUNDO PEREZ as Personal Representative of the Estate of ASHLEY PEREZ, deceased and

the lawful survivors of the Decedent, To wit: AMALIA PEREZ, as surviving minor daughter and DYLAN PEREZ, as surviving minor son claims the following damages:

- a) The value of lost support and services from the date of ASHLEY PEREZ'S injury to her death;
- b) The future loss of support and services from the date of ASHLEY PEREZ'S death reduced to present value;
- c) The loss of parental companionship, instruction and guidance and for mental pain and suffering from the date of the injury;
- d) The loss of earnings of ASHLEY PEREZ from the date of injury to the date of death;
- e) The loss of prospective net accumulations of the Estate;
- f) The cost of medical and funeral expenses due to ASHLEY PEREZ'S, injury and death that have become a charge against her Estate or that were paid by or on behalf of ASHLEY PEREZ, deceased.

WHEREFORE, the Plaintiff, EDMUNDO PEREZ, as Personal Representative of the Estate of ASHLEY PEREZ, deceased, demands judgment against the Defendant, WELLINGTON REGIONAL, for these damages and all other damages allowable by law, and demands costs, post judgment interest, and also a trial by jury.

COUNT 10
CLAIM AGAINST ST. MARY'S MEDICAL CENTER, INC. D/B/A ST. MARY'S
MEDICAL CENTER BASED UPON JOINT VENTURE

136. Plaintiff, EDMUNDO PEREZ, as Personal Representative of the Estate of ASHLEY PEREZ, deceased, re-alleges and incorporates by reference the allegations contained in Paragraphs 1 through 77, and further alleges:

137. At all times material, ST. MARY'S, RAYMOND HENDERSON, SR. M.D., RAYMOND HENDERSON, SR. M.D., P.A., Robert Borrego, M.D., ROBERT BORREGO, M.D., P.A., Ahmed El-Haddad, M.D., AHMED EL-HADDAD, M.D., P.A., Dimiter B. Hristov, M.D., DIMITER B. HRISTOV, M.D., P.A., and/or PALM BEACH TRAUMA ASSOCIATES joined together in a common endeavor to provide comprehensive health care to patients such as ASHLEY PEREZ, including but not limited to: medical and surgical related services. ST. MARY'S, RAYMOND HENDERSON, SR. M.D., RAYMOND HENDERSON, SR. M.D., P.A., Robert Borrego, M.D., ROBERT BORREGO, M.D., P.A., Ahmed El-Haddad, M.D., AHMED EL HADDAD, M.D., P.A., Dimiter B. Hristov, M.D., DIMITER B. HRISTOV, M.D., P.A., and/or PALM BEACH TRAUMA ASSOCIATES had a shared joint control and/or right of control over the provision of comprehensive health care to patients such as ASHLEY PEREZ. ST. MARY'S, RAYMOND HENDERSON, SR. M.D., RAYMOND HENDERSON, SR. M.D., P.A., Robert Borrego, M.D., ROBERT BORREGO, M.D., P.A., Ahmed El-Haddad, M.D., AHMED EL-HADDAD, M.D., P.A., Dimiter B. Hristov, M.D., DIMITER B. HRISTOV, M.D., P.A., and/or PALM BEACH TRAUMA ASSOCIATES had a joint propriety interest in the provision of comprehensive health care to patients such as ASHLEY PEREZ and had a right to share in the profits and a duty to share the losses arising from this common endeavor to provide comprehensive health care to patients such as ASHLEY PEREZ. Indeed, each party needed the other in order to provide services to ASHLEY PEREZ, deceased.

138. At all times material, and upon belief, ST. MARY'S had written and/or oral agreements with RAYMOND HENDERSON, SR. M.D., RAYMOND HENDERSON, SR. M.D.,

P.A., Robert Borrego, M.D., ROBERT BORREGO, M.D., P.A., Ahmed El-Haddad, M.D., AHMED EL-HADDAD, M.D., P.A., Dimiter B. Hristov, M.D., DIMITER B. HRISTOV, M.D., P.A., and/or PALM BEACH TRAUMA ASSOCIATES by which ST. MARY'S agreed to allow these physicians and groups to provide medical services to ST. MARY'S patients and to bill the patients for such services. RAYMOND HENDERSON, SR. M.D., RAYMOND HENDERSON, SR. M.D., P.A., Robert Borrego, M.D., ROBERT BORREGO, M.D., P.A., Ahmed El-Haddad, M.D., AHMED EL-HADDAD, M.D., P.A., Dimiter B. Hristov, M.D., DIMITER B. HRISTOV, M.D., P.A., and/or PALM BEACH TRAUMA ASSOCIATES agreed to provide such services to ST. MARY'S patients so that ST. MARY'S could market itself as a quality provider of medical services. To the extent that any such agreements exist in written form, they are in the possession of the Defendants and therefore not attached to Plaintiff's Complaint.

139. At all times material hereto, ST. MARY'S had a common interest with RAYMOND HENDERSON, SR. M.D., RAYMOND HENDERSON, SR. M.D., Robert Borrego, M.D., ROBERT BORREGO, M.D., P.A., Ahmed El-Haddad, M.D., AHMED EL-HADDAD, M.D., P.A., Dimiter B. Hristov, M.D., DIMITER B. HRISTOV, M.D., P.A., and/or PALM BEACH TRAUMA ASSOCIATES in the delivery of physician services and comprehensive health care to ST. MARY'S patients allowing each of the parties to obtain common patients who would pay for their services.

140. Pursuant to this arrangement, RAYMOND HENDERSON, SR. M.D., RAYMOND HENDERSON, SR. M.D., P.A., Robert Borrego, M.D., ROBERT BORREGO, M.D., P.A., Ahmed El-Haddad, M.D., AHMED EL-HADDAD, M.D., P.A., Dimiter B. Hristov, M.D.,

DIMITER B. HRISTOV, M.D., P.A., and/or PALM BEACH TRAUMA ASSOCIATES provided the expertise, professional physician services and licensure necessary for the provision of comprehensive health care to patients such as ASHLEY PEREZ in a hospital setting, including but not limited to: medical and surgical related services. ST. MARY'S provided the setting, facilities, medical and diagnostic equipment, staffing, hospital licensure, nursing services, technicians and medical services, laboratory and diagnostic services, radiological services, surgical services, medical supplies, medications, administrative personnel, policies, risk management operations, quality assurance operations, all of which were necessary for the proper provision of comprehensive health care to patients such as ASHLEY PEREZ, deceased.

141. ST. MARY'S, RAYMOND HENDERSON, SR. M.D., RAYMOND HENDERSON, SR. M.D., P.A., Robert Borrego, M.D., ROBERT BORREGO, M.D., P.A., Ahmed El-Haddad, M.D., AHMED EL-HADDAD, M.D., P.A., Dimiter B. Hristov, M.D., DIMITER B. HRISTOV, M.D., P.A., and/or PALM BEACH TRAUMA ASSOCIATES jointly controlled the provision of comprehensive health care services to patients such as ASHLEY PEREZ. ST. MARY'S through a credentialing process had a duty to assure the competence of and to supervise and monitor physicians in its facility by: adopting policies, protocols, and procedures relating to the provision of medical and surgical related services and pain management services; by facilitating a peer review process to assure that physicians providing these services at ST. MARY'S do so within specific parameters. RAYMOND HENDERSON, SR. M.D., RAYMOND HENDERSON, SR. M.D., P.A., Robert Borrego, M.D., ROBERT BORREGO, M.D., P.A., Ahmed El-Haddad, M.D., AHMED EL-HADDAD, M.D., P.A., Dimiter B. Hristov,

M.D., DIMITER B. HRISTOV, M.D., P.A., and/or PALM BEACH TRAUMA ASSOCIATES had the authority to direct and order ST. MARY'S nursing and support staff in the manner in which they assisted said physicians in providing comprehensive health care services to patients at ST. MARY'S.

142. As a consequence, ST. MARY'S, RAYMOND HENDERSON, SR. M.D., RAYMOND HENDERSON, SR. M.D., P.A., Robert Borrego, M.D., ROBERT BORREGO, M.D., P.A., Ahmed El-Haddad, M.D., AHMED EL-HADDAD, M.D., P.A., Dimiter B. Hristov, M.D., DIMITER B. HRISTOV, M.D., P.A., and/or PALM BEACH TRAUMA ASSOCIATES created a business operation through which they endeavored to share in the profits generated. Furthermore, should the operation of the venture be unsuccessful, each party shared in the loss, with the hospital having purchased the facilities, equipment and hired personnel without compensation, and the physicians having exercised their expertise and skill without compensation. For example, if a particular patient is unable to pay for the medical services provided, ST. MARY'S, RAYMOND HENDERSON, SR. M.D., RAYMOND HENDERSON, SR. M.D., P.A., Robert Borrego, M.D., ROBERT BORREGO, M.D., P.A., Ahmed El-Haddad, M.D., AHMED EL-HADDAD, M.D., P.A., Dimiter B. Hristov, M.D., DIMITER B. HRISTOV, M.D., P.A., and/or PALM BEACH TRAUMA ASSOCIATES all lose the profits they would have made off of their joint effort in providing comprehensive medical care and treatment of the patient.

143. Each party to the joint venture is responsible for the negligence of the other and their agents, apparent agents and employees as a result of the participation in the joint venture described herein. Thus ST. MARY'S is liable for the negligent acts and omissions of its joint

venture partners including but not limited to: RAYMOND HENDERSON, SR. M.D., RAYMOND HENDERSON, SR. M.D., P.A., Robert Borrego, M.D., ROBERT BORREGO, M.D., P.A., Ahmed El-Haddad, M.D., AHMED EL-HADDAD, M.D., P.A., Dimiter B. Hristov, M.D., DIMITER B. HRISTOV, M.D., P.A., and/or PALM BEACH TRAUMA ASSOCIATES. Those negligent acts and omissions include:

- a) Failure to establish and maintain an organizational culture committed to the provision of high quality, safe patient care as indicated by non-responsiveness to a patient's needs by the nursing staff;
- b) Failure to deliver healthcare to a critically ill hospitalized patient in a manner that prioritizes the safety and well-being of the patient at all times as indicated by the delay in calling for a rapid response team;
- c) Failure to assure essential life-saving services would be effectively coordinated and promptly administered to a critically ill patient as indicated by an inordinate delay in making transfer arrangements;
- d) Failure to expedite an inter-hospital transfer of a patient in need of emergency life-saving services as indicated by not obtaining a more timely response for ambulance services;
- e) Failure to timely and appropriately respond to an emergency surgical consultation requested on a hospitalized patient;
- f) Failure to timely and appropriately evaluate, diagnose and manage a patient with a postoperative abdominal hemorrhage by performing emergency surgical re-exploration;
- g) Failure to adequately communicate with other healthcare specialists and team members to assure timely surgical intervention for a postoperative abdominal hemorrhage;
- h) Failure to rescue a patient hemorrhaging to death; and
- i) Failure to provide that level of care, skill, and treatment which, in light of all relevant surrounding circumstances, is recognized as acceptable and appropriate by reasonably prudent similar healthcare providers.

144. As a direct and proximate result of the acts and omissions of ST. MARY'S by and through its joint venture partners including but not limited to: RAYMOND HENDERSON, SR. M.D., RAYMOND HENDERSON, SR. M.D., P.A., Robert Borrego, M.D., ROBERT BORREGO, M.D., P.A., Ahmed El-Haddad, M.D., AHMED EL-HADDAD, M.D., P.A., Dimiter B. Hristov, M.D., DIMITER B. HRISTOV, M.D., P.A., and/or PALM BEACH TRAUMA ASSOCIATES, ASHLEY PEREZ, died. EDMUNDO PEREZ as Personal Representative of the Estate of ASHLEY PEREZ, deceased and the lawful survivors of the Decedent, To wit: AMALIA PEREZ, as surviving minor daughter and DYLAN PEREZ, as surviving minor son claims the following damages:

- a) The value of lost support and services from the date of ASHLEY PEREZ'S injury to her death;
- b) The future loss of support and services from the date of ASHLEY PEREZ'S death reduced to present value;
- c) The loss of parental companionship, instruction and guidance and for mental pain and suffering from the date of the injury.
- d) The loss of earnings of ASHLEY PEREZ from the date of injury to the date of death;
- e) The loss of prospective net accumulations of the Estate;
- f) The cost of medical and funeral expenses due to ASHLEY PEREZ'S, injury and death that have become a charge against her Estate or that were paid by or on behalf of ASHLEY PEREZ, deceased.

WHEREFORE, the Plaintiff, EDMUNDO PEREZ, as Personal Representative of the Estate of ASHLEY PEREZ, deceased, demands judgment against the Defendant, ST.

MARY'S, for these damages and all other damages allowable by law, and demands costs, post judgment interest, and a trial by jury.

COUNT 11
NEGLIGENCE CLAIM AGAINST WILLIAM JEFFREY DAVIS, D.O.

145. Plaintiff, EDMUNDO PEREZ, as Personal Representative of the Estate of ASHLEY PEREZ, deceased, re-alleges and incorporates by reference the allegations contained in Paragraphs 1 through 77, and further alleges:

146. Beginning on April 21, 2014, the Defendant, WILLIAM JEFFREY DAVIS, D.O., as chief medical officer of ST. MARY'S, owed a duty to ASHLEY PEREZ, deceased, to provide medical care and treatment in accordance with the prevailing professional standards of care for chief medical officers. Notwithstanding the duty undertaken, the Defendant, WILLIAM JEFFREY DAVIS, D.O., did or failed to do one or more of the following acts, any or all of which were departures from the acceptable professional standards of care for chief medical officers in Palm Beach County, Florida, or any similar medical community:

- a) Failure to establish and maintain an organizational culture committed to the provision of high quality, safe patient care as indicated by non-responsiveness to a patient's needs by the nursing staff;
- b) Failure to deliver healthcare to a critically ill hospitalized patient in a manner that prioritizes the safety and well-being of the patient at all times as indicated by the delay in calling for a rapid response team;
- c) Failure to assure essential life-saving services would be effectively coordinated and promptly administered to a critically ill patient as indicated by an inordinate delay in making transfer arrangements;
- d) Failure to expedite an inter-hospital transfer of a patient in need of emergency life-saving services as indicated by not obtaining a more timely response for ambulance services;

- e) Failure to ensure that an emergency surgical consultation request on a hospitalized patient was responded to in a timely and appropriate manner;
- f) Failure to adequately communicate with other healthcare specialists and team members to assure timely surgical intervention for a postoperative abdominal hemorrhage;
- g) Failure to provide that level of care, skill, and treatment which, in light of all relevant surrounding circumstances, is recognized as acceptable and appropriate by reasonably prudent similar healthcare providers.

147. As a direct and proximate result of the acts and omissions of the Defendant, WILLIAM JEFFREY DAVIS, D.O., ASHLEY PEREZ, died. The Plaintiff, EDMUNDO PEREZ, as Personal Representative of the Estate of ASHLEY PEREZ, deceased, and the lawful survivors of the Decedent, To wit: AMALIA PEREZ, as surviving minor daughter and DYLAN PEREZ, as surviving minor son claims the following damages:

- a) The value of lost support and services from the date of ASHLEY PEREZ'S injury to her death;
- b) The future loss of support and services from the date of ASHLEY PEREZ'S death reduced to present value;
- c) The loss of parental companionship, instruction and guidance and for mental pain and suffering from the date of the injury;
- d) The loss of earnings of ASHLEY PEREZ from the date of injury to the date of death;
- e) The loss of prospective net accumulations of the Estate;
- f) The cost of medical and funeral expenses due to ASHLEY PEREZ'S injury and death that have become a charge against her Estate or that were paid by or on behalf of ASHLEY PEREZ, deceased.

WHEREFORE, the Plaintiff, EDMUNDO PEREZ as Personal Representative of the Estate of ASHLEY PEREZ, deceased, demands judgment against the Defendant, WILLIAM

JEFFREY DAVIS, D.O., for these damages and all other damages allowable by law, and demands costs, post judgment interest, and a trial by jury.

COUNT 12
NEGLIGENCE CLAIM AGAINST RAYMOND HENDERSON, SR., M.D.

148. Plaintiff, EDMUNDO PEREZ, as Personal Representative of the Estate of ASHLEY PEREZ, deceased, re-alleges and incorporates by reference the allegations contained in Paragraphs 1 through 77, and further alleges:

149. Beginning on April 21, 2014, the Defendant, RAYMOND HENDERSON, SR., M.D., owed a duty to ASHLEY PEREZ, deceased, to provide medical care and treatment in accordance with the prevailing professional standards of care for general surgeons. Notwithstanding the duty undertaken, the Defendant, RAYMOND HENDERSON, SR. M.D., did or failed to do one or more of the following acts, any or all of which were departures from the acceptable professional standards of care in Palm Beach County, Florida, or any similar medical community:

- a) Failure to appropriately respond to an emergency surgical consultation requested;
- b) Failure to appropriately evaluate, diagnose and manage a patient with a postoperative abdominal hemorrhage by performing emergency surgical re-exploration;
- c) Failure to adequately communicate with other healthcare specialists and team members to assure timely surgical intervention for a postoperative abdominal hemorrhage;
- d) Failure to rescue a patient hemorrhaging to death; and
- e) Failure to provide that level of care, skill, and treatment which, in light of all relevant surrounding circumstances, is recognized as acceptable and appropriate by reasonably prudent similar healthcare providers.

150. As a direct and proximate result of the acts and omissions of the Defendant, RAYMOND HENDERSON, SR. M.D., ASHLEY PEREZ, died. The Plaintiff, EDMUNDO PEREZ, as Personal Representative of the Estate of ASHLEY PEREZ, deceased, and the lawful survivors of the Decedent, To wit: AMALIA PEREZ, as surviving minor daughter and DYLAN PEREZ, as surviving minor son claims the following damages:

- a) The value of lost support and services from the date of ASHLEY PEREZ'S injury to her death;
- b) The future loss of support and services from the date of ASHLEY PEREZ'S death reduced to present value;
- c) The loss of parental companionship, instruction and guidance and for mental pain and suffering from the date of the injury;
- d) The loss of earnings of ASHLEY PEREZ from the date of injury to the date of death;
- e) The loss of prospective net accumulations of the Estate;
- f) The cost of medical and funeral expenses due to ASHLEY PEREZ'S injury and death that have become a charge against her Estate or that were paid by or on behalf of ASHLEY PEREZ, deceased.

WHEREFORE, the Plaintiff, EDMUNDO PEREZ as Personal Representative of the Estate of ASHLEY PEREZ, deceased, demands judgment against the Defendant, RAYMOND HENDERSON, SR., M.D. for these damages and all other damages allowable by law, and demands costs, post judgment interest, and a trial by jury.

COUNT 13
NEGLIGENCE CLAIM AGAINST RAYMOND HENDERSON, SR. M.D., P.A.

151. Plaintiff, EDMUNDO PEREZ, as Personal Representative of the Estate of ASHLEY PEREZ, deceased, re-alleges and incorporates by reference the allegations contained in Paragraphs 1 through 77, and further alleges:

152. Beginning on April 21, 2014, the Defendant, RAYMOND HENDERSON, SR., M.D., P.A. owed a duty to ASHLEY PEREZ, deceased, to provide medical care and treatment in accordance with the prevailing professional standards of care for general surgeons. Notwithstanding the duty undertaken, the Defendant, RAYMOND HENDERSON, SR., M.D., P.A. did or failed to do one or more of the following acts, any or all of which were departures from the acceptable professional standards of care in Palm Beach County, Florida, or any similar medical community:

- a) Failure to appropriately respond to an emergency surgical consultation requested;
- b) Failure to appropriately evaluate, diagnose and manage a patient with a postoperative abdominal hemorrhage by performing emergency surgical re-exploration;
- c) Failure to adequately communicate with other healthcare specialists and team members to assure timely surgical intervention for a postoperative abdominal hemorrhage;
- d) Failure to rescue a patient hemorrhaging to death; and
- e) Failure to provide that level of care, skill, and treatment which, in light of all relevant surrounding circumstances, is recognized as acceptable and appropriate by reasonably prudent similar healthcare providers.

153. As a direct and proximate result of the acts and omissions of the Defendant, RAYMOND HENDERSON, SR., M.D., P.A. ASHLEY PEREZ, died. The Plaintiff, EDMUNDO PEREZ, as Personal Representative of the Estate of ASHLEY PEREZ, deceased, and the lawful

survivors of the Decedent, To wit: AMALIA PEREZ, as surviving minor daughter and DYLAN PEREZ, as surviving minor son claims the following damages:

- a) The value of lost support and services from the date of ASHLEY PEREZ'S injury to her death;
- b) The future loss of support and services from the date of ASHLEY PEREZ'S death reduced to present value;
- c) The loss of parental companionship, instruction and guidance and for mental pain and suffering from the date of the injury;
- d) The loss of earnings of ASHLEY PEREZ from the date of injury to the date of death;
- e) The loss of prospective net accumulations of the Estate;
- f) The cost of medical and funeral expenses due to ASHLEY PEREZ'S injury and death that have become a charge against her Estate or that were paid by or on behalf of ASHLEY PEREZ, deceased.

WHEREFORE, the Plaintiff, EDMUNDO PEREZ as Personal Representative of the Estate of ASHLEY PEREZ, deceased, demands judgment against the Defendant, RAYMOND HENDERSON, SR., M.D., P.A. for these damages and all other damages allowable by law, and demands costs, post judgment interest, and a trial by jury.

COUNT 14
NEGLIGENCE CLAIM AGAINST PALM BEACH TRAUMA ASSOCIATES

154. Plaintiff, EDMUNDO PEREZ, as Personal Representative of the Estate of ASHLEY PEREZ, deceased, re-alleges and incorporates by reference the allegations contained in Paragraphs 1 through 77, and further alleges:

155. Beginning on April 21, 2014, the Defendant, PALM BEACH TRAUMA ASSOCIATES, by and through its employees, agents and apparent agents, including but not

limited to, Robert Borrego, M.D., ROBERT BORREGO, M.D., P.A., Ahmed El-Haddad, M.D., AHMED EL-HADDAD, M.D., P.A., Dimiter B. Hristov, M.D., and DIMITER B. HRISTOV, M.D., P.A., owed a duty to ASHLEY PEREZ, deceased, to provide medical care and treatment in accordance with the prevailing professional standards of care for trauma surgeons in light of all relevant circumstances. Notwithstanding the duty undertaken, the Defendant, PALM BEACH TRAUMA ASSOCIATES, did or failed to do one or more of the following acts, any or all of which were departures from the acceptable professional standards of care in Palm Beach County, Florida, or any similar medical community:

- a) Failure to appropriately respond to an emergency surgical consultation requested;
- b) Failure to appropriately evaluate, diagnose, and manage a patient with a postoperative abdominal hemorrhage by performing emergency surgical re-exploration;
- c) Failure to adequately communicate with other healthcare specialists and team members to assure timely surgical intervention for a postoperative abdominal hemorrhage;
- d) Failure to rescue a patient hemorrhaging to death; and
- e) Failure to provide that level of care, skill, and treatment which, in light of all relevant surrounding circumstances, is recognized as acceptable and appropriate by reasonably prudent similar healthcare providers.

156. As a direct and proximate result of the acts and omissions of the Defendant, PALM BEACH TRAUMA ASSOCIATES, ASHLEY PEREZ, died. The Plaintiff, EDMUNDO PEREZ, as Personal Representative of the Estate of ASHLEY PEREZ, deceased, and the lawful survivors of the Decedent, To wit: AMALIA PEREZ, as surviving minor daughter and DYLAN PEREZ, as surviving minor son claims the following damages:

- a) The value of lost support and services from the date of ASHLEY PEREZ'S injury to her death;
- b) The future loss of support and services from the date of ASHLEY PEREZ'S death reduced to present value;
- c) The loss of parental companionship, instruction and guidance and for mental pain and suffering from the date of the injury;
- d) The loss of earnings of ASHLEY PEREZ from the date of injury to the date of death;
- e) The loss of prospective net accumulations of the Estate;
- f) The cost of medical and funeral expenses due to ASHLEY PEREZ'S injury and death that have become a charge against her Estate or that were paid by or on behalf of ASHLEY PEREZ, deceased.

WHEREFORE, the Plaintiff, EDMUNDO PEREZ as Personal Representative of the Estate of ASHLEY PEREZ, deceased, demands judgment against the Defendant, PALM BEACH TRAUMA ASSOCIATES, for these damages and all other damages allowable by law, and demands costs, post judgment interest , and a trial by jury.

COUNT 15
NEGLIGENCE CLAIM AGAINST ROBERT BORREGO, M.D., P.A.

157. Plaintiff, EDMUNDO PEREZ, as Personal Representative of the Estate of ASHLEY PEREZ, deceased, re-alleges and incorporates by reference the allegations contained in Paragraphs 1 through 77, and further alleges:

158. Beginning on April 21, 2014, the Defendant, ROBERT BORREGO, M.D., P.A., by and through its employees, agents, and/or apparent agents, and Robert Borrego, M.D., owed a duty to ASHLEY PEREZ, deceased, to provide medical care and treatment in accordance with the

prevailing professional standards of care for trauma surgeons. Notwithstanding the duty undertaken, ROBERT BORREGO, M.D., P.A., by and through its employees, agents, and/or apparent agents, and Robert Borrego, M.D., did or failed to do one or more of the following acts, any or all of which were departures from the acceptable professional standards of care in Palm Beach County, Florida, or any similar medical community:

- a) Failure to appropriately respond to an emergency surgical consultation requested;
- b) Failure to appropriately evaluate, diagnose and manage a patient with a postoperative abdominal hemorrhage by performing emergency surgical re-exploration;
- c) Failure to adequately communicate with other healthcare specialists and team members to assure timely surgical intervention for a postoperative abdominal hemorrhage;
- d) Failure to rescue a patient hemorrhaging to death; and
- e) Failure to provide that level of care, skill, and treatment which, in light of all relevant surrounding circumstances, is recognized as acceptable and appropriate by reasonably prudent similar healthcare providers.

159. As a direct and proximate result of the acts and omissions of ROBERT BORREGO, M.D., P.A., ASHLEY PEREZ, died. The Plaintiff, EDMUNDO PEREZ, as Personal Representative of the Estate of ASHLEY PEREZ, deceased, and the lawful survivors of the Decedent, To wit: EDMUNDO PEREZ, as surviving spouse, AMALIA PEREZ, as surviving minor daughter and DYLAN PEREZ, as surviving minor son claims the following damages:

- a) The value of lost support and services from the date of ASHLEY PEREZ'S injury to her death;
- b) The future loss of support and services from the date of ASHLEY PEREZ'S death reduced to present value;

- c) The loss of ASHLEY PEREZ'S companionship and protection and for mental pain and suffering from the date of the injury;
- d) The loss of parental companionship, instruction and guidance and for mental pain and suffering from the date of the injury;
- e) The loss of prospective net accumulations of the Estate;
- f) The cost of medical and funeral expenses due to ASHLEY PEREZ'S injury and death that have become a charge against her Estate or that were paid by or on behalf of ASHLEY PEREZ, deceased.

WHEREFORE, the Plaintiff, EDMUNDO PEREZ as Personal Representative of the Estate of ASHLEY PEREZ, deceased, demands judgment against the Defendant, ROBERT BORREGO, M.D., P.A. for these damages and all other damages allowable by law, and demands costs, post judgment interest, and a trial by jury.

COUNT 16
NEGLIGENCE CLAIM AGAINST AHMED EL-HADDAD, M.D., P.A.

160. Plaintiff, EDMUNDO PEREZ, as Personal Representative of the Estate of ASHLEY PEREZ, deceased, re-alleges and incorporates by reference the allegations contained in Paragraphs 1 through 77, and further alleges:

161. Beginning on April 21, 2014, AHMED EL-HADDAD, M.D., P.A., by and through its employees, agents, and/or apparent agents, and Ahmed El-Haddad, M.D., owed a duty to ASHLEY PEREZ, deceased, to provide medical care and treatment in accordance with the prevailing professional standards of care for trauma surgeons. Notwithstanding the duty undertaken, AHMED EL-HADDAD, M.D., P.A, by and through its employees, agents, and/or apparent agents, and Ahmed El-Haddad, M.D., did or failed to do one or more of the following

acts, any or all of which were departures from the acceptable professional standards of care in Palm Beach County, Florida, or any similar medical community:

- a) Failure to appropriately respond to an emergency surgical consultation requested;
- b) Failure to appropriately evaluate, diagnose and manage a patient with a postoperative abdominal hemorrhage by performing emergency surgical re-exploration;
- c) Failure to adequately communicate with other healthcare specialists and team members to assure timely surgical intervention for a postoperative abdominal hemorrhage;
- d) Failure to rescue a patient hemorrhaging to death; and
- e) Failure to provide that level of care, skill, and treatment which, in light of all relevant surrounding circumstances, is recognized as acceptable and appropriate by reasonably prudent similar healthcare providers.

162. As a direct and proximate result of the acts and omissions of AHMED EL-HADDAD M.D., P.A., ASHLEY PEREZ, died. The Plaintiff, EDMUNDO PEREZ, as Personal Representative of the Estate of ASHLEY PEREZ, deceased, and the lawful survivors of the Decedent, To wit: EDMUNDO PEREZ, as surviving spouse, AMALIA PEREZ, as surviving minor daughter and DYLAN PEREZ, as surviving minor son claims the following damages:

- a) The value of lost support and services from the date of ASHLEY PEREZ'S injury to her death;
- b) The future loss of support and services from the date of ASHLEY PEREZ'S death reduced to present value;
- c) The loss of ASHLEY PEREZ'S companionship and protection and for mental pain and suffering from the date of the injury;
- d) The loss of parental companionship, instruction and guidance and for mental pain and suffering from the date of the injury;
- e) The loss of prospective net accumulations of the Estate;

- f) The cost of medical and funeral expenses due to ASHLEY PEREZ'S injury and death that have become a charge against her Estate or that were paid by or on behalf of ASHLEY PEREZ, deceased.

WHEREFORE, the Plaintiff, EDMUNDO PEREZ as Personal Representative of the Estate of ASHLEY PEREZ, deceased, demands judgment against the Defendant, AHMED EL-HADDAD M.D., P.A. for these damages and all other damages allowable by law, and demands costs, post judgment interest, and a trial by jury.

COUNT 17
NEGLIGENCE CLAIM AGAINST DIMITER B. HRISTOV, M.D., P.A.

163. Plaintiff, EDMUNDO PEREZ, as Personal Representative of the Estate of ASHLEY PEREZ, deceased, re-alleges and incorporates by reference the allegations contained in Paragraphs 1 through 77, and further alleges:

164. Beginning on April 21, 2014, DIMITER B. HRISTOV, M.D., P.A., by and through its employees, agents, and/or apparent agents, and Dimiter B. Hristov, M.D., owed a duty to ASHLEY PEREZ, deceased, to provide medical care and treatment in accordance with the prevailing professional standards of care for trauma surgeons. Notwithstanding the duty undertaken, DIMITER B. HRISTOV, M.D., P.A., by and through its employees, agents, and/or apparent agents, and Dimiter B. Hristov, M.D., did or failed to do one or more of the following acts, any or all of which were departures from the acceptable professional standards of care in Palm Beach County, Florida, or any similar medical community:

- a) Failure to appropriately respond to an emergency surgical consultation requested;

- b) Failure to appropriately evaluate, diagnose and manage a patient with a postoperative abdominal hemorrhage by performing emergency surgical re-exploration;
- c) Failure to adequately communicate with other healthcare specialists and team members to assure timely surgical intervention for a postoperative abdominal hemorrhage;
- d) Failure to rescue a patient hemorrhaging to death; and
- e) Failure to provide that level of care, skill, and treatment which, in light of all relevant surrounding circumstances, is recognized as acceptable and appropriate by reasonably prudent similar healthcare providers.

165. As a direct and proximate result of the acts and omissions of DIMITER B. HRISTOV, M.D., P.A., ASHLEY PEREZ, died. The Plaintiff, EDMUNDO PEREZ, as Personal Representative of the Estate of ASHLEY PEREZ, deceased, and the lawful survivors of the Decedent, To wit: EDMUNDO PEREZ, as surviving spouse, AMALIA PEREZ, as surviving minor daughter and DYLAN PEREZ, as surviving minor son claims the following damages:

- a) The value of lost support and services from the date of ASHLEY PEREZ'S injury to her death;
- b) The future loss of support and services from the date of ASHLEY PEREZ'S death reduced to present value;
- c) The loss of ASHLEY PEREZ'S companionship and protection and for mental pain and suffering from the date of the injury;
- d) The loss of parental companionship, instruction and guidance and for mental pain and suffering from the date of the injury;
- e) The loss of prospective net accumulations of the Estate;
- f) The cost of medical and funeral expenses due to ASHLEY PEREZ'S injury and death that have become a charge against her Estate or that were paid by or on behalf of ASHLEY PEREZ, deceased.

WHEREFORE, the Plaintiff, EDMUNDO PEREZ as Personal Representative of the Estate of ASHLEY PEREZ, deceased, demands judgment against the Defendant, DIMITER B. HRISTOV, M.D., P.A. for these damages and all other damages allowable by law, and demands costs, post judgment interest, and a trial by jury.

CERTIFICATE OF COUNSEL

Pursuant to Florida Statute §766.203, the undersigned attorneys of record do hereby certify that a reasonable investigation has been conducted as to the matters alleged herein, and it has been determined that there are grounds for a good faith belief that there has been negligence in the care and treatment of the Plaintiff, and that grounds exist for the filing of this action against the Defendants.

DATED this 16th day of August, 2016.

/s/ F. GREGORY BARNHART

F. GREGORY BARNHART

Florida Bar No. 217220

Attorney e-mail: fgb@searcylaw.com

pgr@searcylaw.com

Primary e-mail address

_BarnhartTeam@searcylaw.com

ADAM S. HECHT

Florida Bar No.: 0064307

Attorney e-mail: ash@searcylaw.com;

axs@searcylaw.com

Primary e-mail address:

_lewisteam@searcylaw.com

Searcy Denney Scarola

Barnhart & Shipley, P.A.

2139 Palm Beach Lakes Boulevard

West Palm Beach, FL 33409

Phone: (561) 686-6300; fax (561) 383-9485

RECEIVED JUN 26 2014

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT IN AND FOR
PALM BEACH COUNTY, FLORIDA

IN RE: THE ESTATE OF

CASE NO.: 502014CP002749XXXMB

ASHLEY PEREZ,

PROBATE DIVISION

Deceased.

LETTERS OF ADMINISTRATION

TO ALL WHOM IT MAY CONCERN

WHEREAS, ASHLEY PEREZ, a resident of Palm Beach County, Florida, died on April 23, 2014, owning assets in the State of Florida, and

WHEREAS, EDMUNDO R. PEREZ has been appointed personal representative of the estate of the decedent and has performed all acts prerequisite to issuance of Letters of Administration in the estate,

NOW THEREFORE, I, the undersigned Circuit Judge, declare EDMUNDO R. PEREZ duly qualified under the laws of the State of Florida to act as personal representative of the estate of ASHLEY PEREZ, deceased with the full power to administer the estate according to law; to ask, demand, sue for, recover and receive the property of the decedent; to pay the debts of the decedent as far as the assets of the estate will permit and the law directs; and to make distribution of the estate according to law.

DONE and ORDERED at West Palm Beach, Palm Beach County, Florida on this _____ day of _____, 2014.

DIANA LEWIS
CIRCUIT COURT JUDGE

Copy furnished:

Warren B. Brams, Esquire, 2161 Palm Beach Lakes Blvd., Suite 201, West Palm Beach, FL 33409

EXHIBIT A

Patient Name: PEREZ, ASHLEY
Date of Birth: 11/6/1984

MRN: WRM907463
FIN: WRM0000109138917

* Auth (Verified) *

I give permission for the medical treatment of baby _____ (specify last name),
("the patient") at Wellington Regional Medical Center, whether on an In-patient or Out-patient basis. I understand that such
treatment includes the following:

ROUTINE AND/OR EMERGENCY NEWBORN CARE

I understand that such medical treatment may include other care in addition to or in place of the treatment now
contemplated, which treatment may or may not be due to unforeseen conditions or complications. I give consent for all
such treatment, including but not limited to examination; laboratory testing of blood, urine, and other bodily fluids and
tissues; x-ray examinations and other imaging studies; diagnostic procedures; medical nursing; surgical procedures;
anesthesia; and other hospital services that are judged to be medically necessary or appropriate by the patient's
physician(s) in the course of treating, operating upon, or examining the patient - or by other associates, assistants,
consultants, or personnel whom the patient's physician(s) may designate, hire, or borrow for purposes of treating the
patient.

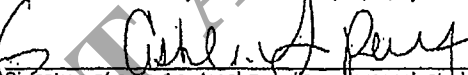
I understand that state and/or federal law requires that all newborn babies be tested for various conditions before
leaving the hospital. Newborn babies are tested for additional conditions when deemed medically necessary or
appropriate or specifically authorized by you. The conditions for which testing is performed are rare, but can be present
even in a baby who looks healthy. The testing is normally performed with the blood or the urine of the newborn baby. If
blood is drawn, usually a few drops are taken from the baby's heel. In addition to the testing, certain preventative
medicines and/or immunizations may also be given to protect each newborn baby. I give permission for the personnel of
the hospital to give, or to assist in giving these tests, preventative medicines, and/or immunizations. I specifically give
permission for all such testing, preventative medicines and/or immunizations, including, but not limited to, Metabolic
Screening Tests, Hearing Screening, Vitamin K Supplement, Prophylactic Eyedrops, Drug Screening, Blood Type and Rh
Factor, HIV Antibody* and Hepatitis B Vaccine. *Note that the results of HIV testing are confidential and protected by state
law, which also requires that positive results be reported confidentially to the county health department. You will be
notified of the results. Anonymous testing is available elsewhere. The locations of these sites can be provided if you ask.

The medical treatment and testing described above has been explained to me in detail, as well as the risks
involved, possible alternatives, and the possibility of complications. I acknowledge that the patient's physician(s) are
available to answer any questions that I may have. I also understand that the practice of medicine and surgery is not an
exact science and that results cannot be guaranteed by anyone. I acknowledge that no guarantee, no promise, and no
assurance has been made to me as to the results of the medical treatment and testing to be rendered to the patient at the
hospital, whether on an In-patient or Out-patient basis.

I understand and agree that all physicians who treat the patient at the hospital, specifically including but not
limited to any anesthesiologists, pathologists, neonatologists, radiologists, and emergency physicians, are not agents or
apparent agents of the hospital but are independently responsible for and liable for their own acts or omissions. I
understand and agree that all medical treatment for the patient at the hospital will be delegated to, and wholly provided
by physicians and that the hospital is not liable for any acts or omissions of such physicians - or for the acts or omissions
of any associates, assistants, consultants or personnel whom such professional may designate, hire, or borrow for
purposes of treating the patient.

I consent to the lawful disposal or disposition by the proper authorities of the hospital of any tissue, fluid, or parts
which may be removed from the patient during medical treatment or testing.

I have read carefully this CONSENT FOR MEDICAL TREATMENT OF NEWBORN, and all of my questions have
been answered to my satisfaction. I completely understand both what I am signing and the consent that I am giving.


Signature of parent or legal guardian of emancipated minor

4/21/2014 12:55
Date/Time

Printed name of person signing above

Mayra L. Lunder
Witness Signature

Relationship to patient

4/21/14 12:55
Date/Time

Wellington Regional Medical Center
10101 Forest Hill Boulevard
Wellington, Florida 33414

**CONSENT FOR
MEDICAL TREATMENT
OF NEWBORN**

700-04
Rev. 04/09



CO1135

Patient Identification



109138917-907463

PEREZ, ASHLEY
DOB: 11/06/1984 29 Y SX: F MAT
MRN: 807463 ADM/REG DT: 04/21/2014
Wellington Regional Medical Center

Patient Name: PEREZ, ASHLEY
Date of Birth: 11/6/1984

MRN: WRM907463
FIN: WRM0000109138917

* Auth (Verified) *

- To the Patient: You have the right, as a patient to be informed about your condition and the recommended surgical, medical, and/or diagnostic procedure(s) to be used, so that you are able to make an informed decision as to whether or not to undergo the procedure(s). This disclosure is not meant to scare or alarm you. It is simply an effort to make you better informed.

I voluntarily request Dr. Lopez as my physician, and such associates, technical assistants and other health care providers as they may deem necessary to treat my pregnancy.

I understand that the following surgical, medical, and/or diagnostic procedures may be indicated in order to adequately treat me. I voluntarily consent and authorize to these procedure(s):

- Vaginal Delivery
- Episiotomy and Repair/Laceration Repair
- Operative Vaginal Delivery (Forceps/vacuum)
- Induction/Augmentation of labor
- Amnioinfusion
- External/Internal electronic fetal monitoring
- Cesarean Section

Bilateral Tubal Ligation x/R

I consent to the disposal by the hospital authorities of any tissues and organs, which may be removed.

I authorize the transfusion or administration of blood or blood products and drugs during surgery and hospitalization as may be deemed necessary by my or the patient's attending physicians. I understand that no warranties or guarantees are made in connection with blood, blood components, or drugs provided in the hospital.

I understand that the physician(s) and allied health personnel are not employees of the hospital. I understand the (1) diagnosis, (2) general nature of the contemplated procedure, (3) material risks involved in the procedure, (4) probability of success associated with the procedure, (5) prognosis if the procedure is not carried out, and (6) existence of any alternatives to the procedure have been fully explained to me by the physician performing the procedure. No guarantees or assurances have been made or given by anyone as to the results that may be obtained. I further acknowledge that all questions I have asked about the procedure have been explained in a satisfactory manner by my physician.

Just as there may be risks and hazards in continuing my present condition without treatment, there are also risks and hazards related to the performance of the surgical, medical, and/or diagnostic procedure(s) planned for me. I realize that common to surgical, medical, and/or diagnostic procedure(s) is the potential for infection, clots in my veins and lungs, hemorrhage, allergic reactions and even death to me or my infant. I also realize that the following risks and hazards may occur in connection with these particular procedures:

- Limited risk of infant dying while waiting for labor to begin.
- Limited risk of uterine rupture in labor.
- Limited risk of infant death or brain damage.
- Limited risk of soft tissue damage to me (including but not limited to bladder, bowel, vagina and other reproductive organs).
- Limited risk of hysterectomy and sterility should uterine rupture occur.
- Limited risk of infection from blood.

Patient Signature

Date

Time

Witness Signature

Date

Time

Physician Signature

Date

Wellington Regional Medical Center
10101 Forest Hill Boulevard
Wellington, Florida 33414

CONSENT FOR
PROCEDURE(S) AND
OPERATION(S) WITHIN THE
CENTRE FOR FAMILY
BEGINNINGS

700-01
Rev. 06/08



CO1140

Patient Identification



109138917-907463
PEREZ, ASHLEY
DOB: 11/06/1984 29 Y SX: F MAT
MRN: 907463 ADM/REG DT: 04/21/2014
Wellington Regional Medical Center



St. Mary's
Medical Center



SMH1CNT

Your doctor, _____ referred you for A/P E. This is an examination for a certain part of your body. This is done with a series of x-ray images and is one of the more accurate studies for diagnosis. Your doctor believes this study will be helpful in the evaluation of your current medical condition.

During this procedure it may be necessary to inject a contrast solution in your veins consisting of iodine, sometime called "Dye". Most patients experience no unusual effects from this injection. As with any procedure, however, a few risks are involved. During the injection, the patient may experience a warm sensation, nausea or vomiting. A few patients have an allergic type reaction with itching and hives, swelling of the eyes and lips, sneezing or difficulty in breathing. Medications are on hand to treat these conditions should they occur.

In rare instances, more serious complications are encountered. These include shock, kidney failure and cardiac arrest. We have facilities to treat these reactions immediately. Despite vigorous emergency treatment, some fatalities do occur. Your physician is aware of these possible complications but has determined that the diagnostic information, which the exam provides, outweighs the usually minimal risk of the procedure.

If you would like more information or do not understand any portion of this consent, please notify us and we will be glad to further discuss this with you, or have you talk with the physician who ordered this procedure.

I have had my questions answered to my satisfaction and understand the procedure. I hereby give my permission for the examination to be performed and for the contrast media to be used.

Patient's Signature

Date / Time

Witness's Signature

Date / Time

The patient is unable to consent because _____

I therefore consent for the patient _____

Husband

Relationship to patient

[Signature]
Signature

[Signature]
Witness's Signature

4/22/14 0912
Date

Interpretive service used:

☐ In house interpreter ☐ Telephonic interpreter ☐ Other _____

Language Interpreted _____ Name/ ID Number of Interpreter _____

Date: _____ Time _____

Revised 2/2013

Consent

Intravenous Iodinated Contrast Procedures

Tab: 2.5 Radiology



DOB: 11/06/1984

29 F

PT: 1

ACCT# 081728200 MR# 001077007

PEREZ, ASHLEY

AT: KUMAR MUKESH AD: KUMAR MUKESH

Printed: 09/04/2014 by: SARONFRANCIS COPY...COPY...COPY...COPY...COPY...COPY

EXHIBIT C



This form provides basic information regarding the administration of blood and blood components.

Description of Procedure

Blood and blood products such as platelets, factors, albumin and Rhogam are introduced into the body through a needle. Your physician has determined the need for a blood product based on your condition.

Risks

- Transfusion are low risk procedures
- Minor and temporary reactions are not uncommon, including bruising, swelling or local reaction in the area where the needle pierces the skin or a non-serious reaction to the transfused material itself including headache, fever, or mild reaction, such as a rash.
- A serious reaction is possible, but unlikely since all blood is carefully matched prior to transfusion, except life threatening emergencies. Serious reactions range from heart failure due to circulatory overload to severe allergic reactions.
- Infectious diseases which are known to be transmissible by blood include Transfusion Associated Viral Hepatitis (TAVH), a viral infection of the liver, and Acquired Immunodeficiency syndrome (AIDS). The risk of acquiring an infectious disease from transfused blood is relatively low and blood units are tested to avoid TAVH and HIV as required by state and federal standards; however, these laboratory tests are not 100% accurate.

Benefits

- Blood transfusion therapy is the only medical treatment which effectively and rapidly replaces excessive blood loss.
- Possible complications of NOT receiving blood or blood products range from a delay in recovery to death.

Alternatives

- The loss of blood can pose serious threats during the course of treatment for which there is no effective alternative to blood transfusion
- If the medical criteria for autologous transfusion is met or you wish to have blood donated by family or friends with the same blood type you may do so, but they must be arranged in advance. There is a risk of graft versus host with family member donations.

I have read, or had read to me, the above, and I fully understand the contents. I have discussed the entire matter with my physician(s), I have had the opportunity to ask questions and I authorize and consent to the performance of the procedure(s) as outline above.

Patient's Signature Date / Time

Date / Time Physician's Signature

Witness's Signature Date / Time

If the patient is incompetent to sign, or is a minor, complete the following:

(Identify reason patient is unable to sign)

I therefore consent for the patient.

Signature of kin / legal guardian Relationship to Patient Date Time

(Date) (Time) (Surgeon's / Physician's Signature) (Dictation Number)

Refusal of blood transfusion. I refuse blood transfusion.

☐ In house Interpreter ☐ Telephonic Interpreter ☐ Other _____
(Patient's Signature) (Date) (Time)

Language Interpreted _____ Name/ ID Number of Interpreter _____
Date: _____ Time _____

Revised 2/2011

Consent
Blood and Blood Component

Tab: 2.4 Laboratory



DOB: 11/08/1984

29 F

PT: 1

ACCT# 061728200 MR# 001077007

PEREZ, ASHLEY

AT: KUMAR MUKESH AD: KUMAR MUKESH



St. Mary's
Medical Center



SMH3CNT

1. I understand that the procedure will be performed at St. Mary's Medical Center (hereinafter "the hospital") by or under the supervision of my surgeon(s) / physician(s). He / she is authorized to utilize the services of such physicians, or members of the hospital staff as he / she deems necessary or advisable in the performance of the procedure(s).
2. If any unforeseen conditions arise during the course of the procedure, I do hereby authorize and request the surgeon(s) / physician(s) to take whatever steps, and to perform whatever procedure he / she deems advisable, which may be in addition to or different from what is now planned. I acknowledge that no guarantee or assurance has been made to me as to the results that may be obtained.
3. My surgeon(s) / physician(s) have informed me of the nature and purpose of the procedure(s), possible alternative procedures, treatments and / or therapies available, the risks of the procedure, the possibility of complications, the foreseeable consequences of the procedure(s), potential problems relating to recuperation, the likelihood of achieving the care, treatment and service goals, and the possible results of non-treatment. I have also been made aware of the possible risks and complications of this procedure such as heart, liver, brain, and / or lung complication, severe blood loss that may require transfusion, loss of limb, post operative bleeding, post op infection, allergic reaction, unplanned injuries to organs, nerves and / or blood vessels, to include inadvertent puncture, laceration, a tearing of other internal organs and consequent hemorrhage and need for additional surgery to repair complications and the possibility of cardiac arrest, stroke and death. Additional risks to the procedure(s) include:

Possible Hypertension

4. I am also aware of the risks, benefits and alternatives of receiving blood and blood products. I understand that a transfusion of blood / blood products may be necessary, and that like any treatment there is the possibility of unwanted effects or side effects including, but not limited to certain allergic reactions that might produce a skin rash and / or fever, or other transfusion reactions that might result in temporary or permanent kidney failure. Also, despite the fact that extreme precautions are taken, certain infections can be passed on by transfusion including, but not limited to, the viruses that cause Hepatitis and in extremely rare instances, the virus that causes Acquired Immune Deficiency Syndrome (AIDS) that is called the Human Immunodeficiency Virus (HIV).
5. I have been advised that in some instances there may be residents / students / vendors observing and / or participating in the procedure, with the approval of the operating physician and in concordance with hospital agreement(s), unless this is objected to in writing. I have also been advised that photography may be utilized during the procedure for medical, scientific or educational purposes, however the patient's identity will not be revealed in any way and for the purposes of medical advancement, observers may be admitted to the operating room.
6. I give the hospital permission to dispose of any tissue(s), fluid(s), or bone(s) that may be removed during my treatment and understand that this/these tissue(s), fluid(s), or bone(s) may be used for research or teaching purposes prior to disposal.
7. I understand that any "Do Not Resuscitate (DNR)" order(s) shall be suspended for the performance of any surgical or diagnostic procedure I may undergo, but will be reactivated within 24 hours after the completion of surgery. Should I suffer a cardiopulmonary arrest, all measures shall be taken to reverse the arrest.

Reviewed 7/2011

Consent
Major / Minor Operative Procedures
Anesthesia / Sedation

Page 1 of 2

Tab: 2.2 Operative / Procedure / Delivery / Dialysis



DOB: 11/08/1984

29 F

PT: 1

ACCT# 061728200 MR# 001077007

PÉREZ, ASHLEY

AT: KUMAR MUKESH AD: KUMAR MUKESH

8. ☐ (Check if applicable) I consent to the administration of anesthesia as deemed necessary by the Anesthesiologist in charge of my case. I understand that the anesthetics and medications will be administered by or under the direction and supervision of an anesthesiologist, who, although on the staff of the Hospital, is an independent contractor and not an employee of the Hospital. I further understand that the anesthesia may be administered by a certified registered nurse anesthetist or licensed anesthesiologist assistant who will be under the anesthesiologist's supervision. For procedures outside the Operating Room, I consent to the use of anesthetics and/or sedatives as they may be deemed advisable by the sedating physician. I have been fully informed of and understand the potential benefits, risks, complications and side effects, including potential problems that might occur during recuperation, as a result of the use of anesthetics and/or sedatives. The risks or complications may include sore throat, hoarseness, nausea and vomiting, muscle soreness, damage to the lips, chipping and/or loss of teeth, intraoperative awareness, stroke, allergic reaction(s), malignant hyperpyrexia, pulmonary or cardiac failure, loss of airway, eye injuries or blindness, headaches, paralysis, brain damage, and death. I have also been informed of the medically acceptable alternatives to anesthesia and the related procedure(s), and the relevant risks, benefits and side effects related to alternatives, including the possible results of not receiving care/treatment.

9. I have read, or had read to me, the above, and I fully understand the contents. I have discussed the entire matter with my physician(s), I have had the opportunity to ask questions and I authorize and consent to the performance of the procedure(s) as outline above, including the transfusion of blood and/or blood products, if necessary.

10. I, _____ hereby consent and authorize

Dr. _____ and his/her associates _____
and such assistants as may be selected by him/her, to perform the operation(s)/procedure(s) as listed
☐ Right ☐ Left ☐ Not Applicable

*Exploratory Laparotomy to Control
Bleed*

Signature of Patient / Authorized Individual

Date/Time

[Signature]
Witness

4/22/14
Date/Time

If the patient is an adult, incompetent to consent to surgery or is a minor, complete the following: Patient is a minor _____
years of age or is unable to sign because: _____

Surgeon / Physician Verification of Consent

I, the undersigned surgeon/physician, have explained to the patient/person authorized to consent for the patient, the nature of the condition(s) and the planned procedure. In addition, I have advised the patient/authorized individual of all possible alternative mode(s) of treatment, the benefits, possible risks, hazards, complications and consequences which are, or may be associated with, the procedure(s). The patient, or other authorized individual whose signature is shown, has indicated his/her understanding, has consented to the performance of the procedure(s) and has stated that no further explanation was desired.

[Signature]

Surgeon's / Physician's Signature

4/22/14
Date and Time

Interpretive service used:

☐ In-house Interpreter ☐ Telephonic Interpreter ☐ Other _____

Interpreter ID Code _____

Language Interpreted _____

Date and Time _____

Consent
Major / Minor Operative Procedures
Anesthesia / Sedation

Page 2 of 2



DOB: 11/06/1984

29 F

PT: 1

ACCT# 061728200 MR# 001077007

PEREZ, ASHLEY

AT: KUMAR MUKESH AD: KUMAR MUKESH



Dr. Henderson has explained to me that the following procedure will aid in the diagnosis or treatment of my condition _____

The doctor has also explained to me that:

1. This procedure generally consists of the following: insertion of a Vinton catheter
2. The doctor has discussed with me the risks and possible side effects that may occur with this procedure including the following: bleeding
3. The doctor has discussed with me alternative procedures that may be helpful in diagnosing or treating my condition;
4. I have read, or had read to me, the above, and I fully understand the contents. I have discussed the entire matter with my physician(s), I have had the opportunity to ask questions and I authorize and consent to the performance of the procedure(s) as outline above.

The patient is unable to consent because in OR (Signature of Patient) (Date) (Time)

I am the next of kin / legal representative and I therefore consent for the patient.

X (Signature) husband (Relationship to Patient) 4/22/14 (Date) 1130 (Time)

I, the undersigned surgeon / physician, have explained to the patient / person authorized to consent for the patient, the nature of the condition(s) and the planned procedure. In addition, I have advised the patient / authorized individual of all possible alternative mode(s) of treatment, the benefits, possible risks, hazards, complications and consequences which are, or may be associated with the procedure(s). The patient, or other authorized individual whose signature is shown, has indicated his / her understanding, has consented to the performance of the procedure(s) and has stated that no further explanation was desired.

(Date) (Time) (Surgeon's / Physician's Signature) (Dictation Number)
Interpretive service used:
☐ In house interpreter ☐ Telephonic Interpreter ☐ Other _____
Language Interpreted _____ Telephonic Operator ID Number _____
Date: _____ Time: _____

Reviewed 3/2011

Consent
Special Diagnostic and/or Therapeutic
Procedures
(Do Not Use This Form for Surgery)

Tab: 2.2 Operative



DOB: 11/06/1984

29 F

PT: 1

ACCT# 061728200 MR# 001077007

Perez, Ashley

AT: KUMAR MUKESH AD: KUMAR MUKESH

Printed: 09/04/2014 by: SHARON FRANCIS COPY...COPY...COPY...COPY...COPY...COPY



St. Mary's
Medical Center



SMH1CNT

Dr. LOTEI has explained to me that the following procedure will aid in the diagnosis or treatment of my condition:

HEMODIALYSIS FOR MY KIDNEY FAILURE

The doctor has also explained to me that:

1. this procedure generally consists of the following: Cleaning my blood using an artificial kidney; periodic blood tests to determine my status regarding toxin buildup to establish the number of hours dialysis is required.
2. the doctor has discussed with me the risks and possible side effects that may occur with this procedure. They may include but are not limited to: hypotension, bleeding, infections, irregular heart beats.
3. the doctor has discussed with me alternative procedures that may be helpful in diagnosing or treating my condition; Continuous ambulatory peritoneal dialysis, home Hemodialysis, transplant or no treatment (resulting in my death)
4. I understand the risks and also understand that there are no guarantees as to the outcome of this procedure. I therefore permit the doctor and such other persons as are needed to assist him to perform this procedure on me.

I have read, or had read to me, the above, and I fully understand the contents. I have discussed the entire matter with my physician(s), I have had the opportunity to ask questions and I authorize and consent to the performance of the procedure(s) as outlined above.

Signature of Patient / Authorized Individual

Date 4/22/14 Time 1130

The patient is unable to consent because:

I therefore consent for the patient.

Signature of kin / legal guardian

Relationship to Patient husband

Witness

Date

Time

Date / Time

Physician's Signature

Interpretive service used:

☐ In house interpreter ☐ Telephonic Interpreter ☐ Other

Language interpreted _____ Telephonic Operator ID Number _____

Date: _____ Time: _____

Revised 12/2010

**Consent
Hemodialysis**



DOB: 11/06/1984

29 F

PT: 1

ACCT# 061728200 MR# 001077007

PEREZ, ASHLEY

AT: KUMAR MUKESH AD: KUMAR MUKESH

Tab: 2.2 Operative



St. Mary's
Medical Center



SMH1CNT

I, Perez, Ashley, a patient in St. Mary's Medical Center,
(Patient's Name)

acknowledge full disclosure by my physician of my present medical condition and prognosis for recovery. Based on this disclosure and my desire to live and die with dignity, I have made the choice not to receive Cardiopulmonary Resuscitation in the event of my cardiac and / or respiratory arrest.

I request that St. Mary's Medical Center and my physician honor my decision, which was made freely and intelligently, that Cardiopulmonary Resuscitation not be administered in the event of my cardiac and / or respiratory arrest and I release the Hospital and its personnel and my physician from any liability which may result from honoring this request.

Patient's Signature

Date

Time

Patient unable to sign because pt is unresponsive on ventilator
in sedation

I therefore consent for the patient

Signature

Relationship to patient HUSBAND

mother

forever to go

Witness's Signature

Attending Physician's Signature

Date

Time

☐ In house interpreter ☐ Telephonic interpreter ☐ Other

Language Interpreted Name/ ID Number of Interpreter

Date: Time

Reviewed 2/2011

Consent

Patient's Request Regarding Cardiopulmonary Resuscitation

Tab: 1.5 Nursing Documentation



DOB: 11/08/1984

29 F

PT: 1

ACCT# 061728200 MR# 001077007

PEREZ, ASHLEY

AT: KUMAR MUKESH AD: KUMAR MUKESH



Patient Name Ashley Perez MR# 907463

Address 1987 Juno Rd West Palm Beach

Telephone _____ Date of Birth 11/06/1984 Social Security Number _____

I hereby authorize Wellington Regional
(Name of Facility)

10101 Forest Hill Blvd West Palm Beach FL 33414
(Address / Telephone Number and Fax Number)

to release all or any part of my medical record including, if applicable, information pertaining to AIDS and or HIV testing, mental health records, and drug and / or alcohol treatment records as specified below for the dates of service 4/21/14 - 4/22/14 to St. Mary's Medical Center.

Contents Requested - please check all that apply:

<input checked="" type="checkbox"/>	Consultation	<input checked="" type="checkbox"/>	Emergency Room Record	<input type="checkbox"/>	EEG
<input checked="" type="checkbox"/>	Discharge summary	<input type="checkbox"/>	Face Sheet	<input type="checkbox"/>	Stress Test
<input checked="" type="checkbox"/>	History and Physical	<input checked="" type="checkbox"/>	Laboratory	<input type="checkbox"/>	Holter Monitor
<input checked="" type="checkbox"/>	Physician Orders	<input checked="" type="checkbox"/>	Progress notes	<input checked="" type="checkbox"/>	Operative Record
<input type="checkbox"/>	Pathology reports	<input type="checkbox"/>	Echocardiogram	<input type="checkbox"/>	Respiratory notes
<input checked="" type="checkbox"/>	Radiology	<input type="checkbox"/>	Rehab (PT/OT/ST)	<input type="checkbox"/>	Medication sheets
<input type="checkbox"/>	EKG	<input type="checkbox"/>	Other	<input type="checkbox"/>	

Please fax records to: Department ICU

Fax Number 561-881-0920

Telephone Number 561-881-2702

Signature of Patient

Date

Patient is a minor or is otherwise unable to sign this authorization because intubated/unresponsive

X husband 4/22/14
Signature of person authorized to sign for patient Relationship Date

8370087R2/08

Authorization to Obtain Medical Records
from Other Facilities



DOB: 11/06/1984

29 F

PT: 1

ACCT# 081728200 MR# 001077007

PEREZ, ASHLEY
AT: KUMAR MUKESH AD: KUMAR MUKESH

Tab: 1.9 Admissions / Other / Misc.

Printed: 09/04/2014 by: SHARON FRANCIS COPY...COPY...COPY...COPY...COPY...COPY



SMH2ADMIN

☐ I want ☐ I do not want to make my wishes known in advance in case I become unable to make an informed decision about my medical care. I, _____, willfully and voluntarily make known my desire and do hereby declare, as clear and convincing evidence of my wishes:

SECTION ONE: APPOINTMENT OF A PROXY FOR HEALTH CARE DECISIONS

I hereby appoint the following as my primary Proxy to make health care decisions for me:

Primary Proxy name _____ Day phone _____
Address _____ Evening phone _____

If my primary Proxy is unavailable, unable or unwilling to make decisions for me, I appoint the following as my substitute agent:

Substitute Proxy name _____ Day phone _____
Address _____ Evening phone _____

As per Florida law, the powers of my Proxy include:

A. To consent to or refuse or withdraw consent to any type of medical care, treatment, surgical procedure, diagnostic procedure, medication, and the use of mechanical or other procedures that affect any bodily function; including, but not limited to artificial respiration (being put on a breathing machine), artificially administered nutrition and hydration using an IV or feeding tube, and cardiopulmonary resuscitation (CPR). This includes the power to consent to amounts of pain-relieving medication in excess of recommended dosages in order to relieve pain.

B. To request, receive, and review any information, verbal or written, regarding my physical or mental health; and to consent to the use or disclosure of this information.

C. To employ and discharge my health care providers.

D. To make decisions regarding visitation.

E. To agree to my admission to or discharge from any hospital, hospice, nursing home, or other medical care facility.

F. To take any lawful actions to carry out these decisions including granting releases of liability to those who provide my medical care.

SECTION TWO: TREATMENT CHOICES OF THE ADVANCE DIRECTIVE

My instructions about pain and symptom control: Choose ONE box from the three below in this section.

A. ☐ I do not want any pain control measures.

OR

B. ☐ I want pain medicine and symptom treatments to keep me comfortable, even if it means I am unable to communicate with others. I want treatment for such things as shortness of breath, agitation, and seizures.

OR

C. ☐ I do not want to provide written guidelines; I direct my proxy to make decisions based on my known values and wishes.

Advance Directive

Page 1 of 2

Tab: Administration



DOB: 11/06/1984

29 F

PT: 1

ACCT# 061728200 MR# 001077007

PEREZ, ASHLEY

AT: KUMAR MUKESH AD: KUMAR MUKESH

SECTION THREE: LIVING WILL OF THE ADVANCE DIRECTIVE

My instructions about life prolonging treatment: Choose ONE box from the three below in this section.

A. ☐ I want to stop or withhold all treatments that might prolong my existence, if it is reasonably certain that I will not recover my ability to be aware of myself or others or to interact with others. Treatments I would not want include tube feedings, IV fluids, cardiopulmonary resuscitation (CPR), respirator (breathing machine), kidney dialysis, antibiotics. If my heart stops, I do not want to be resuscitated.

OR

B. ☐ I want to continue treatment. I want all treatments to prolong my life as long as possible within the limits of generally accepted health care standards.

OR

C. ☐ I do not want to provide written guidelines; I direct my proxy to make decisions based on my known values and wishes.

Other instructions or limitations: You may include any other instructions, such as stopping treatments after a certain amount of time if you are not getting better, or about any medical treatment, or about comfort care. You may include information about religious or cultural considerations, autopsy, etc.

SECTION FOUR: ORGAN DONATION

My instructions about organ donation: Choose ONE box from the three below in this section.

A. ☐ I do not wish to donate any organ, tissue, eyes, or any other body parts.

OR

B. ☐ I am already an organ donor and have indicated this choice on my driver's license or state identification card.

OR

C. ☐ I want to make an anatomical gift, if medically acceptable, of the following:

☐ Any needed organ or tissue _____ (initial)

☐ Eyes _____ (initial)

☐ My body for medical research _____ (initial)

Other instructions or limitations: You may include limitations to the above or special instructions, e.g. kidneys only, etc.

This Advance Directive shall not terminate in the event of my disability. A copy of this Advance Directive may be provided to any physician or institution treating me. By signing below, I indicate that I am emotionally and mentally competent to make this Advance Directive and that I understand the purpose and effect of this document.

Your Signature

Date

Date of Birth

Witness # 1

Date

Witness # 2

Date

Two witnesses are required. Witnesses must be adults and may not be persons you are appointing as Proxies for health care decisions

Advance Directive
Page 2 of 2



DOB: 11/06/1984

29 F

PT: 1

ACCT# 061728200 MR# 001077007

PEREZ, ASHLEY

AT: KUMAR MUKESH AD: KUMAR MUKESH

1. **Consent to Medical and Surgical Procedures:** I consent to the procedures which may be performed during this hospitalization or while I am an outpatient or emergency department patient. These may include, but are not limited to, emergency treatment or services, laboratory procedures, X-ray examinations, medical or surgical treatment or procedures, anesthesia, or hospital services provided to me under the general and special instructions of my physician or surgeon. I understand that the practice of medicine and surgery is not an exact science and that diagnosis and treatment may involve risks of injury or even death. I also understand I have the right to refuse any procedure and understand the consequences of such refusal. I acknowledge that no guarantees have been made to me regarding the result of examination or treatment in this hospital. I also consent to the use of removed organs, tissues, and/or fluids research or education purposes.
2. **Nursing Care:** This hospital provides only general nursing care and care ordered by the physician(s). If I want a private duty nurse, I agree to make such arrangements. The hospital is not responsible for failure to provide a private duty nurse and is hereby released from any and all liability arising from the fact that the hospital does not provide this additional care.
3. **Teaching:** Students, residents, postgraduate fellows, nursing and other clinical students may participate in my care as part of the clinical education or research program of the hospital under appropriate supervision. I agree that unless I notify this hospital to the contrary in writing, I agree to participate in the educational or research programs at this hospital.
4. **Physicians are Not Employees or Agents of the Hospital.** All physicians, surgeons and various allied health professionals furnishing services to the patients, including but not limited to emergency department physicians, radiologists, pathologists, anesthesiologists, and all physicians and other independent practitioners who are consulted or otherwise participate in the care of the patient, are independent contractors with the patient and are not employees or agents of the hospital. The patient is under the care and supervision of his/her attending physician and it is the responsibility of the patient's physician or surgeon to obtain the patient's informed consent, when required, to medical or surgical treatment, special diagnostic or therapeutic procedures, or hospital services rendered for the patient under the general and special instructions of the physician. Physicians and other physicians caring for the patient may hire physician assistants and nurse practitioners to assist them in the performance of medical care and diagnosis. Such physician assistants and nurse practitioners are usually employed by the physicians alone, and are not employees or agents of the hospital.
 I hereby consent to the provision of services by these physicians and independent practitioners and agree to hold them solely responsible for such care and, further, I hereby release the Hospital from any and all liability for the acts or omissions of these physicians or independent practitioners.
 My initials at the end of this paragraph or my signature at the end of this form confirms that I have read the two paragraphs above, received a copy thereof, understand and agree to the terms of these paragraphs, and am the patient, the patient's legal representative, or am duly authorized as the patient's general agent to execute the above and accept its terms.
 Patient Initials: *Atunale f. San*
5. **Maternity Patients:** If I deliver an infant(s) while a patient of this hospital, I agree that this same Condition of Services apply to the infant(s).
6. **Personal Belongings:** As a patient, I am encouraged to leave personal items at home. The hospital maintains a fireproof safe for the safekeeping of money and valuables. The hospital is not liable for the loss or damage to any money, jewelry, documents, fur coats, fur garments, dentures, eye glasses, hearing aids, prosthetics or other articles of unusual value and small size, unless placed in the safe, and shall not be liable for the loss or damage of any other personal property unless deposited with the hospital for safekeeping. Hospital's maximum liability for loss of any personal property deposited with the hospital for safekeeping is limited by law to five hundred dollars (\$500.00) unless I receive a written receipt for a greater amount from the hospital.
7. **Consent to Photograph/Videotaping:** The hospital is permitted to take pictures of the medical or surgery progress involving patients and to use same for scientific, educational or research purposes. I consent to photograph during medical and surgical procedures and the use of same for scientific, educational or medical research purposes. I further consent to routine photography related to patient care, including newborns. The term "photograph" as used herein includes video or still photography, in digital or any other format, and any other means of recording or reproducing images.
8. **Emergency or Laboring Patients:** In accordance with federal law, I understand my right to receive an appropriate medical screening examination performed by a doctor, or other qualified medical professional, to determine whether I am suffering from an emergency medical condition and, if such condition exists, stabilizing treatment within the capabilities of the hospital's staff and facilities, even if I cannot pay for these services, do not have medical insurance or I am not entitled to Medicare or Medicaid.
9. **Financial Obligations:** Notwithstanding paragraph 8, I agree to promptly pay all hospital bills in accordance with the regular rates and terms of the hospital, including its charity care and discount payment policies, if applicable. I understand that all physicians and surgeons, including radiologists, pathologists, emergency physicians, anesthesiologists, and others, will bill separately for their services. Should any account be referred to an attorney or collection agency for collection, I will pay the actual attorneys' fees and collection expenses. I agree that if this account results in a credit balance, the credit amount will be applied to any outstanding accounts, either current or bad debt. I authorize the hospital, or a collection agency or other entity contracting with the hospital, to

7/2011

CONDITIONS OF SERVICES

Page 1 of 2



F/C: 50

ACCT:081728200 MR:001077007 04/21/2014

PEREZ, ASHLEY

KUMAR MUKESH DOB:11/08/1984 F 28

Pt unable to sign

obtain credit reports about me from national credit bureaus in connection with payment of my account. Patient Initials: SHU

10. Assignment of Insurance or Health Plan Benefits to Hospital: I assign and hereby authorize direct payment to the hospital of all insurance and plan benefits payable for this hospitalization or for these outpatient services. I agree that the insurance company's or health plan's payment to the hospital pursuant to this authorization shall discharge the insurance company's or health plan's obligations to the extent of such payment. I understand that I am financially responsible for charges not paid according to this assignment.

11. Medicare Patient's Release of Information: I certify that the information given by me in applying for payment under Title XVIII of the Social Security Act is correct. I authorize release of any information needed to act on this request. I request that payment of authorized benefits be made in my behalf. I assign payment for unpaid charges of the physician(s) for whom the hospital is authorized to bill in connection with its services; I understand I am responsible for any remaining balance not covered by other insurance.

12. The Additional Facility Specific Addendums Have Been Offered to the Patient:

- ☐ Patient Rights and Responsibilities ☐ Important Message from Christus
☐ Important Message from Medicare ☐ Notice of Privacy Practices
☐ Information regarding Advance Directives
☐ Patient has not executed Advance Directives
☐ Patient has executed Advance Directives - copies obtained ☐ Yes ☐ No

13. Release of Information: The hospital will obtain my consent and authorization to release medical information, except in those circumstances when the hospital is permitted or required by law to release information. I consent to the release of my information to third parties for education or research activities. I consent to the release of medical information to entities that provide care in post-acute settings. In accordance with the Safe Medical Device Act of 1990, I agree that in the event a permanent medical device is implanted, I authorize the hospital to notify the manufacturer of my name, address, telephone number and social security number, if available, as well as other information about the implantation.

I authorize the hospital to disclose all or any part of my record to any entity which is or may be liable to the hospital or me for all or part of the hospital's or hospital-based physicians' charges for the services provided to me, including, without limitation, hospital or insurance companies, workers' compensation carriers, welfare funds, my employer, or medical utilization review organization designated by the foregoing.

14. Financial Responsibility Agreement by Person Other Than the Patient or the Patient's Legal Representative: I agree to accept financial responsibility for services rendered to the patient and to accept the terms of the Financial Obligations (Paragraph 9) and Assignment of Insurance or Health Plan Benefits (Paragraph 10).

Date _____ Time _____ Financially Responsible Party _____ Witness _____

Translator: I have accurately and completely read the foregoing document to _____ (name of patient /person legally authorized to give consent) in _____, the patient's or patient's representative's primary language. He/She understood all the terms and conditions and acknowledges his/her agreement thereto by signing this document in my presence.

The undersigned certifies that he/she has read the foregoing, received a copy thereof, and am the patient, the patient's legal representative, or am duly authorized by the patient as the patient's general agent to execute the above and accept its terms.

I confirm that I have read and understood and accepted the terms of this document, received a copy thereof, and am the patient, the patient's legal representative, or am duly authorized by the patient as the patient's general agent to execute the above and accept its terms.

Date 4/2/14 Time 1038 am/pm

Signature

Patient unable to sign

Patient/Legal Representative

Date _____ Time _____ am/pm

Signature

Faraz Hussain

Translator Signature / Translator print name

Witness Signature / Witness Print Name

If signed by other than patient, indicate relationship

A COPY OF THIS DOCUMENT SHOULD BE GIVEN TO THE PATIENT AND ANY OTHER PERSON WHO SIGNS THIS DOCUMENT.

CONDITIONS OF SERVICES
Page 2 of 2



FIC: 50

ACCT:061728200 MR:001077007 04/21/2014

PEREZ, ASHLEY

KUMAR MUKESH DOB:11/08/1984 F 29



SMH3AND

A Notice of Privacy Practices (NPP) is provided to all patients. This Notice of Privacy Practices identifies: 1) how medical information about you may be used or disclosed; 2) your rights to access your medical information, amend your medical information, request an accounting of disclosures of your medical information, and request additional restrictions on our uses and disclosures of that information; 3) your rights to complain if you believe your privacy rights have been violated; and 4) our responsibilities for maintaining the privacy of your medical information.

The undersigned certifies that he/she has read the foregoing, received a copy of the Notice of Privacy Practices and is the patient, or the patient's personal representative.

PEREZ, ASHLEY

Name of Patient

Signature of Patient

4/22/2014 9:58 AM

Date/Time Signed

Pt unable to sign

Name of Patient's Personal Representative

Signature of Patient's Personal Representative

4/22/2014 9:58:40 AM

Date Signed

FOR INTERNAL USE ONLY

Name of Employee

Signature of Employee

If applicable, reason patient's written acknowledgement could not be obtained:

- ☒ Patient was unable to sign.
☐ Patient refused to sign.
☐ Other

3-0 (Version: As noted on NPP)

09/23/13 (Date: As noted on NPP)

TRC113-3

**NOTICE OF PRIVACY PRACTICES (NPP)
ACKNOWLEDGEMENT**

Page 1 of 2



DOB: 11/06/1984

29 F

PT: 1

ACCT# 061728200 MR# 001077007

PEREZ, ASHLEY

AT: KUMAR MUKESH AD: KUMAR MUKESH

Todos los pacientes reciben una Notificación sobre Prácticas de Privacidad (NPP). En esta Notificación sobre Prácticas de Privacidad se identifica: (1) la forma en que se puede usar o revelar información médica sobre usted; (2) el derecho que tiene de acceder a su información médica, de enmendar su información médica, de solicitar una relación de las revelaciones de su información médica y de solicitar restricciones adicionales sobre los usos y revelaciones de dicha información; (3) el derecho que tiene de presentar quejas si considera que se han violado sus derechos sobre privacidad; y (4) la responsabilidad que tenemos nosotros de mantener la privacidad de su información médica.

El abajo firmante certifica que ha leído la Información precedente, que ha recibido una copia de la Notificación sobre Prácticas de Privacidad y que es el paciente o el representante personal del paciente.

PEREZ, ASHLEY

Nombre del paciente

Firma del paciente

22/04/2014 09:58:40 a.m.

Fecha de la firma

Nombre del representante personal del paciente

Firma del representante personal del paciente

22/04/2014 09:58:40 a.m.

Fecha de la firma

FOR INTERNAL USE ONLY

Name of Employee

Signature of Employee

If applicable, reason patient's written acknowledgement could not be obtained;

- ☐ Patient was unable to sign.
☐ Patient refused to sign.
☐ Other _____

3-0 (Version: As noted on NPP)

09/23/13 (Date: As noted on NPP)

TRC113-3 R11/03

**NOTICE OF PRIVACY PRACTICES (NPP)
ACKNOWLEDGEMENT - SPANISH**

Page 2 of 2



DOB: 11/08/1984

29 F

PT: 1

ACCT# 061728200 MR# 001077007

PEREZ, ASHLEY

AT: KUMAR MUKESH AD: KUMAR MUKESH



NOTICE REGARDING FACILITY DIRECTORY

Dear Patient/Patient's Personal Representative:

We maintain a list of information on our patients. This list is referred to in our *Notice of Privacy Practices* (NPP) as the Directory of Individuals. This Directory includes a patient's name, location in the hospital, general condition and religious affiliation. However, a patient's religious affiliation will only be disclosed to clergy.

We may use this information in the following ways:

The Patient Information Desk - uses the Directory to forward calls from friends or loved ones to a patient. They may use it to accept flowers or balloons sent to the patient. They use it to direct visitors to a patient's room.

The Security Department - uses the Directory to know at all times who is in the hospital, so they can prepare for any emergency and account for all patients.

Telephone Operators - use the Directory to forward calls to patients.

Clergy - use the Directory to make visits to patients and their families.

Every patient has a right to ask that their name, location in the hospital, general condition and/or religious affiliation be omitted from the Directory.

If you wish to be removed from this list, complete the Directory Opt Out form below.

DIRECTORY OPT OUT FORM

Every patient has a right to ask that their name, location in the hospital, general condition or religious affiliation be omitted from the Directory. If you wish to remove all or part of your information from the Directory, please check those items that you do not want included:

- ☐ Name - If you select this box, we will not be able to share any information about you with anyone who asks for you by name, including family or friends. We will have to state that we can not confirm or deny that you are a patient. If you select this box, no additional selections are required.
- ☐ Location - If you select this box, you cannot receive flowers, mail, phone messages, etc.
- ☐ General Health Condition - If you select this box, we cannot share information about your general condition with anyone who asks for you by name, including family or friends.
- ☐ Religious Affiliation - If you select this box, we cannot share information about you with clergy.

The undersigned certifies that he/she has read the foregoing, received a copy of the Notice of Privacy Practices (NPP), and is the patient, or the patient's personal representative.

4/22/2014 9:58:43 AM
Date/Time


Signature of Patient or Patient's Personal Representative

Relationship of Personal Representative to
Patient (if applicable)

Print Name of Patient or Patient's Personal Representative

8560004

DIRECTORY OPT OUT FORM
Page 1 of 2



DOB: 11/08/1984
29 F
PT: 1

ACCT# 061728200 MR# 001077007

PEREZ, ASHLEY

AT: KUMAR MUKESH AD: KUMAR MUKESH

NOTIFICACIÓN REFERENTE AL DIRECTORIO DEL CENTRO

Estimado paciente/representante personal del paciente:

Mantenemos una lista de información sobre nuestros pacientes. En la **Notificación sobre Prácticas de Privacidad (NPP)** hacemos referencia a la lista con el nombre de Directorio de Personas. En este Directorio se incluye el nombre del paciente, su ubicación en el hospital, estado general y afiliación religiosa. Sin embargo, la afiliación religiosa del paciente solo se revelará al personal religioso.

Podemos usar esta información de las siguientes maneras:

El mostrador de información de pacientes - Hacen uso del Directorio para pasar al paciente llamadas de amigos o seres queridos. Podrían usarlo para aceptar flores o globos enviados al paciente. Lo usan para dirigir a los visitantes a la habitación del paciente.

El departamento de seguridad - Hacen uso del Directorio para saber en todo momento quien esta en el hospital, de modo que puedan prepararse para una emergencia y hacer un recuento de todos los pacientes.

Operadoras telefónicas - Hacen uso del Directorio para pasar llamadas a los pacientes.

Personal religioso - Hacen uso del Directorio para hacer visitas a los pacientes y a las familias de éstos.

Todos los pacientes tienen el derecho de que se omitan del Directorio su nombre, ubicación en el hospital, estado general y/o afiliación religiosa.

Si desea que retiren su nombre de esta, llene el Formulario de Exclusión del Directorio que figura a continuación.

FORMULARIO DE EXCLUSIÓN DEL DIRECTORIO

Todos los pacientes tienen el derecho de solicitar que se omitan del Directorio su nombre, ubicación en el hospital, estado general o afiliación religiosa. Si desea que se retire su información del Directorio total o parcialmente, marque los apartados que no desea que se incluyan:

- ☐ **Nombre** - Si marca esta casilla, no podremos dar información alguna sobre usted a nadie que pregunte por usted por nombre, incluidos sus familiares o amigos. Tendremos que decirles que no podemos confirmar ni denegar que usted esta ingresado en el hospital. Si marca esta casilla, no tendrá que marcar ninguna más.
- ☐ **Ubicación** - Si marca esta casilla, no podrá recibir flores, correspondencia, mensajes telefónicos, etc.
- ☐ **Estado general de salud** - Si marca esta casilla, no podremos dar información sobre su estado general a nadie que pregunte por usted por nombre, incluidos sus familiares o amigos.
- ☐ **Afiliación religiosa** - Si marca esta casilla, no podremos dar información sobre usted al personal religioso.

The undersigned certifies that he/she has read the foregoing, received a copy of the Notice of Privacy Practices (NPP), and is the patient, or the patient's personal representative.

El abajo firmante certifica que he leído la información precedente, que ha recibido una copia de la Notificación sobre Prácticas de Privacidad y que es el paciente o el representante personal del paciente

22/04/2014 09:58:43 a.m.
Fecha/Hora

Firma del paciente o del representante personal del paciente

Relación entre el paciente y su representante personal (si corresponde)

Nombre del paciente o de su representante personal
(en letra de molde)

TRC1114 R10/03

DIRECTORY OPT OUT FORM - SPANISH

Page 2 of 2



DOB: 11/08/1984

29 F

PT: 1

ACCT# 081728200 MR# 001077007

PEREZ, ASHLEY

AT: KUMAR MUKESH AD: KUMAR MUKESH

NOTIFICACIÓN REFERENTE AL DIRECTORIO DEL CENTRO

Estimado paciente/representante personal del paciente:

Mantenemos una lista de información sobre nuestros pacientes. En la *Notificación sobre Prácticas de Privacidad (NPP)* hacemos referencia a la lista con el nombre de Directorio de Personas. En este Directorio se incluye el nombre del paciente, su ubicación en el hospital, estado general y afiliación religiosa. Sin embargo, la afiliación religiosa del paciente solo se revelará al personal religioso.

Podremos usar esta información de las siguientes maneras:

El mostrador de información de pacientes - Hacen uso del Directorio para pasar al paciente llamadas de amigos o seres queridos. Podrían usarlo para aceptar flores o globos enviados al paciente. Lo usen para dirigir a los visitantes a la habitación del paciente.

El departamento de seguridad - Hacen uso del Directorio para saber en todo momento quien esta en el hospital, de modo que puedan prepararse para una emergencia y hacer un recuento de todos los pacientes.

Operadoras telefónicas - Hacen uso del Directorio para pasar llamadas a los pacientes.

Personal religioso - Hacen uso del Directorio para hacer visitas a los pacientes y a las familias de éstos.

Todos los pacientes tienen el derecho de que se omitan del Directorio su nombre, ubicación en el hospital, estado general y/o afiliación religiosa.

Si desea que retiren su nombre de esta, llene el Formulario de Exclusión del Directorio que figura a continuación.

FORMULARIO DE EXCLUSIÓN DEL DIRECTORIO

Todos los pacientes tienen el derecho de solicitar que se omitan del Directorio su nombre, ubicación en el hospital, estado general o afiliación religiosa. Si desea que se retire su información del Directorio total o parcialmente, marque los apartados que no desea que se incluyan:

- ☐ **Nombre** - Si marca esta casilla, no podremos dar información alguna sobre usted a nadie que pregunte por usted por nombre, incluidos sus familiares o amigos. Tendremos que decirles que no podemos confirmar ni denegar que usted esta Ingresado en el hospital. Si marca esta casilla, no tendrá que marcar ninguna más.
- ☐ **Ubicación** - Si marca esta casilla, no podrá recibir flores, correspondencia, mensajes telefónicos, etc.
- ☐ **Estado general de salud** - Si marca esta casilla, no podremos dar información sobre su estado general a nadie que pregunte por usted por nombre, incluidos sus familiares o amigos.
- ☐ **Afiliación religiosa** - Si marca esta casilla, no podremos dar información sobre usted al personal religioso.

The undersigned certifies that he/she has read the foregoing, received a copy of the Notice of Privacy Practices (NPP), and is the patient, or the patient's personal representative.

El abajo firmante certifica que ha leído la información precedente, que ha recibido una copia de la Notificación sobre Prácticas de Privacidad y que es el paciente o el representante personal del paciente

22/04/2014 09:58:43 a.m.
Fecha/Hora

Firma del paciente o del representante personal del paciente

Relación entre el paciente y su representante personal (si corresponde)

Nombre del paciente o de su representante personal
(en letra de molde)

TRC1114 R10/03

DIRECTORY OPT OUT FORM - SPANISH

Page 2 of 2



DOB: 11/05/1984

29 F

PT: 1

ACCT# 081728200 MR# 001077007

PEREZ, ASHLEY

AT: KUMAR MUKESH AD: KUMAR MUKESH

Printed: 09/04/2014 by: SHARONFRANCIS

COPY...COPY...COPY...COPY...COPY...COPY